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# Current Topics.

### Garnishee Order on a Banking Account.

A CASE which recently came before a King's Bench Master calls attention to the somewhat overlooked fact that it by no means follows from the existence of a banking account in the judgment debtor's name, which shews a credit balance, that the judgment creditor will be able to satisfy his debt, wholly or partially, by means of garnishee proceedings directed against the bank. It is well settled that service of the garnishee order *nisi* binds only so much of the amount attached as the judgment debtor can deal with honestly, properly, and without violation of the rights of other persons at the time the order is served: see *Re General Horticultural Co.* (1886, 32 Ch. D. 512), *Davis* v. *Freethy* (1890, 24 Q. B. D., pp. 522, 523). Where, therefore, a judgment debtor can shew that of the sums paid into his banking account none were his own, but all had been paid to him by clients to be used on their behalf, it follows that the judgment creditor has no right against any balance which may be standing to the credit of the account at the time of service of the order *nisi*. This was the case in *Hancock* v. *Smith* (1889, 41 Ch. D. 456). The judgment debtor was a stockbroker, and was able to shew that all moneys paid into his account belonged to his clients. In the recent case referred to above, this rule was applied to a judgment debtor, a solicitor, who had but one banking account for his own and a client's money, and who was able to shew that no part of the credit balance at the time of service of the garnishee order *nisi* belonged to him, though shortly before service there was a balance of his own money, which, however, had been drawn out before service. In some cases the proof of this may involve considerable trouble, but it is lessened by the fact that in such cases as this a broker or solicitor cannot apply the rule in *Clayton's case* for his own benefit as against the *cestuis que trust*, and, therefore, all his drawings out for his own purposes must be attributed to his own money: *Hancock* v. *Smith* (*suprà*, *per* COTTON, L.J., at p. 462). And, of course, his execution creditor does not stand in any better position.

### Service Out of the Jurisdiction.

THE DECISION of the Court of Appeal in *Crozier, Stephens, & Co.* v. *Auerbach* (reported elsewhere) corrects an error as to the place of breach of a contract to which currency has been given by

the decision of the Divisional Court (MANISTY and MATHEW, JJ.) in *Barrow* v. *Myers* (4 T. L. R. 441). Under ord. 11, r. 1, service of a writ out of the jurisdiction may be allowed where "(*e*) the action is founded on any breach or alleged breach within the jurisdiction of any contract, wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction, unless the defendant is domiciled or ordinarily resident in Scotland or Ireland." In *Barrow* v. *Myers* there was a c.i.f. contract for delivery of apples at New York for carriage to London. When the apples arrived in London they were found to be not according to contract, and the defects in them were not due to sea damage. Ordinarily, under such a contract, the property in the goods passes to the purchaser at the port named for delivery—that is, in the above case, New York—and hence, if the goods are not according to contract, the breach is complete abroad, and a writ cannot be served out of the jurisdiction. But in *Barrow* v. *Myers* it was held that there was also a breach on arrival of the goods in London, and that the breach could be alleged as occurring when they were actually received by the purchaser and were found to be defective. This view, however, of the place of a breach has been very emphatically rejected by the Court of Appeal in *Crozier, Stephens, & Co.* v. *Auerbach*. That was a similar case. The defendant, who was resident at Hamburg, had entered into a c.i.f. contract for sale of aluminium to the plaintiffs to be shipped from Hamburg to the Tyne or Thames. The plaintiffs selected the Tyne as the port of consignment, and the aluminium was shipped accordingly. On arrival they alleged that it was not according to contract, and obtained leave to serve a writ on the defendant out of the jurisdiction. The order giving leave has now been set aside by the Court of Appeal. The defendant's contract, it has been held, was finally performed or broken when the goods had, or ought to have, been shipped. This would be so if the breach had been non-delivery, and the same principle governed a case of faulty delivery. In cases where a contract involves the shipping of goods by a vendor at a foreign port it must be recognized in future that any breach on his part in respect to the quantity or quality of the goods must be treated as taking place abroad, and consequently, if the vendor resides abroad, it is not the subject of an action in this country.

## The Sittings of the Judges on Circuit.

A RETURN, moved for last year by Mr. HERBERT CRAIG, M.P., has been issued, shewing for the years 1905 and 1906, in the case of each judge of the King's Bench Division, the number of days on which he was absent from that division to go on circuit, and the number of days on which he sat at assizes for the trial of prisoners or of civil cases. There is prefixed to the return a letter from the Lord Chief Justice to the Home Secretary describing the principles on which it has been made, and comparing the amount of time devoted by the judges to the work on circuit as compared with the time which would be given during a corresponding period in London, at the rate of 27½ hours a week. For the two years under review it appears that the judges by going on circuit worked 395 more hours than if they had sat in London, notwithstanding the time spent in travelling and the days, or portions of days, on which the business did not occupy their full time. Lord ALVERSTONE points out that this results from the longer hours which the judges sit on circuit. "It has," he says, "always been the practice for the judges at assizes to sit both earlier and later in the day, and their so doing saves considerable expense, time, and inconvenience in the attendance of witnesses, officials, and jurors." But while the return brings out prominently the fact that the judges work harder on circuit than in town, it does not appear to contain any summary comparing the time during which the judges were absent on circuit with the time when they were in town, or comparing the volume of business on circuit with that which was awaiting dispatch in town. The return, taken with the Civil Judicial Statistics, may furnish the means of making such a comparison, and this seems to be necessary to make the information of practical use. Moreover, however well the hours of the judges on circuit may compare with their hours in town, this does not alter the fact that, with the present distribution of assize towns, much of the time on circuit is wasted. It may be added that with regard to most of the circuits the return, which is very minute, is based on full and accurate information as to the sittings at the various towns; but in the South Wales and Northern Circuits no complete record was kept, and the return has to be based on estimates.

## Charges on Registered Land.

WE PRINT elsewhere a letter from a correspondent calling attention to the trouble caused by the refusal of the Land Registrar to be satisfied with the conveyancing forms which have been recognized as effectual by the profession. For many purposes equitable charges made by deposit of deeds with an accompanying memorandum under seal are a sufficient security; but in the event of its becoming necessary to exercise the statutory power of sale the mortgagee is not, in the absence of a special provision, enabled to convey the legal estate to the purchaser. This difficulty would have been avoided had the Conveyancing Act, 1881, given as extensive a power of conveyance as Lord Cranworth's Act (23 & 24 Vict. c. 145); but having regard to the language of section 21 of the later statute, it is necessary to insert in the equitable charge a power of attorney enabling the mortgagee to convey the legal estate. In the case mentioned by our correspondent a form of such a power was used in a memorandum of charge accompanying the deposit with a bank of the title deeds and certificates of title of properties registered with a possessory title. The security has been, we gather, submitted by the bank to the registrar, and he has advised that the power of attorney will not enable the mortgagees, in the event of a sale, to execute a transfer of the properties, and that it requires to be supplemented by words expressly empowering the attorneys to execute a statutory transfer. The suggestion, apparently, is that a statutory transfer is something different from the conveyance of the legal estate; and if the mortgagor has, since registration, parted with the legal estate by an unregistered assurance, there may, having regard to *Capital and Counties Bank* v. *Rhodes* (1903, 1 Ch. 631), be some ground for the suggestion. Probably, however, the power in question enables the mortgagee not merely to convey the legal estate, but to execute any deed necessary for vesting it in the purchaser. In this case a statutory transfer would, we imagine, be within the terms of the power, since its effect is to vest in the transferee "an estate in fee simple in the land transferred" (Land Transfer Act, 1875, s. 30)—that is, the legal estate. And even if the power of attorney only refers to conveyance, yet it is a very narrow reading of it to decline to recognize that, in the case of registered land, it includes power to execute a statutory transfer. At the same time, if the registrar has taken that view, it seems to be only a prudent precaution on the part of the bank to take steps to comply with his requirement. Whether the course taken by him is justified or not, the bank have notice that he will not recognize their right to transfer the property, and this presents a practical difficulty in exercising the power of sale which should be got out of the way.

## Rules under the Trade-Marks Act, 1905.

SECTIONS 12 (3) and 14 (5) of the Trade-Marks Act, 1905, provide for appeals to the High Court of Justice in certain matters. These appeals are, by sections 12 (4) and 14 (6), to be made "in the prescribed manner." "Prescribed" is defined in section 3 of the Act thus: "In and for the purposes of this Act (unless the context otherwise requires) . . . 'prescribed' shall mean, in relation to proceedings before the court, prescribed by rules of court, and, in other cases, prescribed by this Act or the rules thereunder." By section 60 (1) the Board of Trade is given power, "subject to the provisions of this Act," to make rules "(*a*) for regulating the practice under this Act." Rules have accordingly been made by the Board of Trade (Trade-Marks Rules, 1906), and rule 121 runs thus: "When any person intends to appeal to the court, such appeal shall be made by motion in the usual way, and no such appeal shall be entertained unless notice of motion be given within one month from the date of the decision appealed against, or within such further time as the Registrar shall allow." A question was recently asked in the House of Commons whether rules of court had been made for settling the procedure under sections 12 (4), 14 (6), and 35 (1) (the rectification section) of the Act, and, if not, what was the reason of the delay? The answer of the President of the Board of Trade was to the effect

that no rules had been made, and that it was considered that no such rules were required, having regard to rule 121 of the Trade-Marks Rules, 1906, and to the established practice, prevailing at the passing of the Act, with respect to applications to the court for the rectification of the Register of Trade-Marks. On a later date, the President of the Board of Trade was asked whether his attention had been called to the fact that rule 121 was *ultrà vires*, in so far as it purports to regulate proceedings in the High Court of Justice. The reply to this was to the effect that the rule in question was settled by an eminent counsel, and that it had worked well in practice, and without question by the courts. Of course this reply is beside the question. Neither the fact that the rule was settled by counsel, however eminent, nor the fact that it has not yet been called in question in court, will prevent the rule from being *ultrà vires*, if it is in reality so, as we are decidedly of opinion that it is. There is no getting away from the fact that "prescribed" in the Act means, in relation to proceedings before the court, prescribed by rules of court. The Board of Trade has taken upon itself, in making rule 121, to prescribe in relation to proceedings before the court. Its only power to make rules is derived from section 60, which only gives the power "subject to the provisions of this Act," and one of such provisions is that "in and for the purposes of this Act" "prescribed" means, as above stated, in relation to proceedings before the court, prescribed by rules of court. If the Rule Committee are minded to make a rule in the language of rule 121, by all means let them do so, but let them not continue to shirk their obvious duty of making rules of court for the purposes of the Trade-Marks Act, 1905, when such rules are required by the language of the Act.

## The Privileges of Married Women.

MUCH HAS recently been written and spoken concerning the political disabilities and wrongs of women. We have no wish to join in any controversy upon the subject, but it may be pointed out that by the existing laws of debtor and creditor married women enjoy extraordinary privileges. Imprisonment for debt still lingers in this country under the sections of the Debtors Act which enable the courts to commit to prison a judgment debtor who has had since the date of the judgment the means of paying the debt and has refused or neglected to pay it. But it may be broadly stated that a married woman is exempt from imprisonment for her private debts, and is only liable for them to the extent of her separate property which she is not restrained from anticipating. Moreover, a married woman, by virtue of the Married Women's Property Act, 1882, is not subject to the bankruptcy laws unless she carries on a trade or business separately from her husband, and cannot commit an act of bankruptcy under section 4 of the Bankruptcy Act, 1883. Married women who follow the dramatic profession, and more especially those employed in the variety theatres, often receive large salaries, and occasionally, as we have heard, live separately from their husbands. The creditor who has obtained judgment against a married woman whose circumstances are such as we have described must often have great difficulty in enforcing the payment of what is due to him. Writs of *fieri facias* and charging orders are likely to be wholly infructuous in days when the hire-purchase system is in full vogue, and when large salaries are spent without any provision for the future. It may be said that the Judicature Rules enable the creditor to apply for an order that the judgment debtor may be orally examined as to what debts are owing to her, and whether she has any other property or means of satisfying the judgment or order. But these rules, as well as those relating to the attachment of debts, do not give a creditor the same privilege which is conferred upon him by the bankruptcy laws—*i.e.*, that of having part of the future salary of the debtor charged with a payment to his creditors. The conclusion of the whole matter is that, as things stand, the law cannot effectually secure those who, with little or no inquiry, supply goods on credit to married women, and that there is nothing to justify the retail tradesmen of London in neglecting precautions which are adopted by those who are familiar with the larger transactions of commerce.

## Legal Remedies for a Plague of Rats.

RATS, known in all ages as troublesome and destructive animals, have recently attracted particular notice owing to the belief that they are agents in the propagation of various diseases. A case which has just come before the Seventh Chamber of the Tribunal of the Seine, in which the plaintiff suffered from a plague of rats, is a good illustration of the difference between the law of landlord and tenant in France and in this country. With regard to England, it is tolerably well settled that when the unfurnished fabric of a specific house is let for a term, there is no contract implied by law on the part of the lessor that the house was at the time, or should be at the commencement of the term, in a reasonably fit and proper state for the purpose for which it was let. The principle of the common law appears to be that to imply such a contract would lead to inconvenience, and that it is better to leave the parties to protect their interests by proper stipulations, and if they really mean a lease to be void by reason of any unfitness in the subject for the purpose intended, that they should themselves express that meaning. The French law is different. Under several paragraphs of the Code Civil the lessor is bound, without any express stipulation, to maintain the premises in a state adapted for the use for which they were hired, and the letting is also subject to a warranty against all faults or defects of the thing hired which may impede the use thereof, even though the lessor may not have known of them at the time of the lease. In the case before the French tribunal, a butcher, who had taken premises for the purposes of his business at Montmartre, found that they were infested by rats. After exhausting all the usual expedients, traps of all kinds, and fierce and experienced cats, the unfortunate butcher found that his struggle with his enemies was hopeless, and he commenced his action asking for a rescission of the lease and 50,000 francs by way of damages. The court has ordered a survey of the premises by experts, and the only consolation which we can offer to the plaintiff is that his case is consistent with the law of his country, though it would certainly be rejected by an English court.

## Influenza in the Law Courts.

INFLUENZA, a depressing and sometimes dangerous ailment, has not spared the judges and officers of the High Court. The Chief Justice, and more than one of the ordinary judges, have been compelled to absent themselves from their duties, and a large part of the staff of the law offices has been temporarily disabled. Complaints are heard as to the ventilation of the buildings devoted to the administration of justice, and some observations in a medical periodical on "The Ventilation of the House of Commons and Influenza," will be read with interest by those who frequent the Law Courts. The writer considers that influenza is a disease the spread of which is commonly engendered wherever a relatively large number of persons is gathered together in a more or less confined space. The church, the theatre, the Law Courts, and the House of Commons are probably equally effective as distributing centres of influenza and other diseases. After adding that infected persons are liable to give off the *materies morbi* when they cough, sneeze, or loudly articulate, the writer goes on to say that warmth and moisture foster the growth and multiplication of "pathogenic organisms," but that human beings desire to be comfortable, and most individuals are opposed to a regimen of dry and cold air. Could the House of Commons conveniently meet in the open air, no question of defective ventilation could arise. We hasten to say that, taking the English climate as we find it, sittings in the open air for the trial of causes are out of the question. The writer has another proposition with regard to the House of Commons. He assures us that bacteriological experiment has indicated that if members could be induced to change their boots before entering the precincts of the House the air of the chamber would be bacteriologically much better for this simple precaution. This danger from the boots of those who enter a building after walking through the streets must be much more serious in the case of a law court than in that of the House of Commons, but we are quite sure that the "simple precaution" will never be adopted in our tribunals, even if an attempt were made to enforce it by rule of court. We are grateful to the writer for his suggestions, but we should be glad if he could furnish us with others of a more practical nature.

## Misdescription at a Sale by Auction.

THE JUDGE of the Manchester County Court has just declined to place the rigid construction upon the conditions of a

sale by auction which was insisted upon by the auctioneer. In a claim for compensation for misdescription, it appeared that the plaintiff attended a sale by auction on the premises of the defendants, auctioneers, and on the strength of an assurance that the goods were perfect and sound, paid 22s. for 25½ dozen cups and saucers. He found, however, after unpacking these articles on his return home, that out of 13 dozen cups 10½ dozen were broken. He produced before the defendants several of the cups with their handles broken and with large pieces chipped out of their sides, but they refused to pay him anything by way of compensation, their defence being that all the cups and saucers were exposed to view, and that the plaintiff bought them with his eyes open. They also relied on the conditions of sale, which were to the effect that the lots were to be taken away and paid for, whether genuine or not, with all faults and errors of description, at the buyer's expense. This defence was renewed at the trial. It further appeared that the samples held up in the auction room were not broken like those produced in court. The judge held that a misdescription had been established, and awarded fifteen shillings by way of compensation. He considered that the defendants, by describing these articles as tea-cups, had effected a sale of things which were only fit for an ashpit, and were worse than useless because of the trouble of getting rid of them. We think that this decision will meet with general approval. Assuming that the misstatements as to the condition of the articles purchased stood clear of fraud, they so far affected the subject-matter of the contract that it might be reasonably supposed that but for the misdescription the plaintiff would never have entered into the contract at all, and there is ample precedent for a construction of the conditions of sale which prevents them from being applied so as defeat the whole object of the transaction.

### A Barrister Disbarred for Political Libels.

A MEMBER of the bar of Paris was recently convicted by the Court of Assizes for libellous articles with regard to the French forces in Morocco, urging the private soldiers to desert from their regiments, and excusing under certain circumstances the murder of their officers. He was sentenced to one year's imprisonment and to a fine of 3,000 francs, and the Council of the Order of Advocates, having considered the proceedings, ordered his name to be removed from the Roll of the Advocates of Paris. An appeal from this decision has been heard by the First and Second Chambers of the Court of Appeal sitting together as one court. The appeal has been rejected, the court holding that the conduct of the defendant could not be reconciled with the duty and oaths of a member of the bar. We have been unable in a hasty search through the Digests to discover any instance where the Inns of Court have disbarred a barrister for libels of a political complexion. In the case of Dr. KENEALY, who in 1874 was disbarred on the ground that, being editor of a periodical called *The Englishman*, which was full of gross libels on the judges and counsel connected with the Tichborne trial, he was unworthy of remaining a member of the bar—the libels were not of a political character and were in the nature of a contempt of court. But an English barrister who had been sentenced to prolonged imprisonment for libellous writings, even where they happened to be connected with his political opinions, would, in our opinion, incur grave risk of a sentence of expulsion from his profession.

## Compensation for Injury by the Use of Public Works.

THE recent decision of the Court of Appeal in *Horton* v. *Colwyn Bay Urban Council* (1908, 1 K. B. 327) contains an important discussion of the circumstances under which the principle of compensation laid down by the House of Lords in *Cowper Essex* v. *Acton Local Board* (14 App. Cas. 153) is applicable. That case, it will be remembered, adopting the decision in *Re Stockport, &c., Railway Co.* (33 L. J. Q. B. 251), mitigated to some extent the rule established by *Hammersmith, &c., Railway Co.* v. *Brand* (L. R. 4 H. L. 171) that, in case of injury to land caused by the works of a public undertaking, compensation can be recovered only in respect of injury due to the construction of the works, not in respect of injury due to their subsequent use: see *per* Lord SELBORNE in *Caledonian Railway Co.* v. *Walker's Trustees* (7 App. Cas., p. 276). In *Cowper Essex* v. *Acton Local Board* it was held that the compensation was not thus restricted in cases where part of the land of the claimant had been taken, and other part of his land was injuriously affected by the user of the works upon the land so taken. In that case Lord HALSBURY, C., after referring to the general rule just stated, said: "But a second proposition is, it appears to me, not less conclusively established, and that is, that where a part of the proprietor's land is taken from him, and the future use of the part so taken may damage the remainder of the proprietor's land, then such damage may be an injurious affecting of the proprietor's other lands, though it would not be an injurious affecting of the land of neighbouring proprietors from whom nothing had been taken for the purpose of the intended works."

The same principle had previously been applied in *Re Stockport, &c., Railway Co.* (*suprà*) in a case where land of an owner had been taken for a railway, and the passage of engines over the railway on this land increased the risk of fire to a cotton mill on adjoining land of the same owner, and increased at the same time the insurance premium, thereby diminishing the value of the premises. It was held that the owner was entitled to compensation in respect of this diminution: see also *Duke of Buccleuch* v. *Metropolitan Board of Works* (L. R. 5 H. L. 418). Why there should be this distinction in the right to compensation has perhaps never been satisfactorily explained. In the judgment from which we have just quoted, Lord HALSBURY observed that it was possible to explain the apparent contradiction by the consideration that the injurious affecting by the use, as distinguished from the construction, was a particular injury suffered by the proprietor from whom some portion of his land was taken different in kind from that which was suffered by other persons. But he did not say in what respect it differed. In the present case of *Horton* v. *Colwyn Bay Urban Council* (*suprà*) Lord ALVERSTONE, C.J., based the distinction "either on the ground, to use the language of some of the authorities, that [a person part of whose land had been taken] could have prevented the statutory undertaking from being carried out, and so could make his own terms, or on the ground that, inasmuch as some of his land was taken, and an actionable trespass would, but for the statutory powers, have been committed, he was entitled to the full measure of common law damage." But neither reason appears to afford any substantial ground for putting the owner, part of whose land has been taken, in a better position than a neighbouring owner, whose land is equally damaged by the user of the works, but who has not actually given up any land for the purpose of the undertaking.

In order, however, to get the benefit of the distinction, the use of the works which causes the injury must take place on the land taken from the claimant. "As no part of the respondent's property," it was said by Lord CHELMSFORD in *City of Glasgow Union Railway Co.* v. *Hunter* (L. R. 2 H. L. Sc., p. 83), "has been injured by anything done on his land over which the railway runs, his right to compensation for damage appears to me to be precisely the same as if none of his land had been taken by the company." Accordingly in *Ex parte United Tramways (Limited)* (1906, 2 K. B. 814) a claimant part of whose land had been taken to widen a road for tramways was refused compensation for injury to other land caused by the use of the tramways, on the ground that the tramways were not actually constructed on the land taken.

In the present case compensation was refused on the same ground. The claim was based on the depreciation in the value of land in consequence of the erection and use of sewage works. The Colwyn Bay Urban Council, acting under the powers of the Public Health Act, 1875, constructed an intercepting sewer, a pumping station, a sewage reservoir, and an outfall sewer. These all formed one scheme of sewage. Parts of the intercepting sewer and outfall sewer were constructed under land of the claimant in pursuance of a notice given under section 16 of the Act of 1875. The pumping station and the reservoir were constructed on the lands of other persons. The claimant claimed compensation in respect of injury caused by the construction of the sewers under his land, and this was

allowed. He also claimed compensation in respect of depreciation of his land in consequence of the use of the pumping station and reservoir for sewage purposes. In support of this latter claim it was urged that the pumping station and the sewers must be treated as one set of works. The pumping station would be useless save for the purpose of dealing with the sewage which passed through the intercepting pipe in the claimant's land. Hence the matter which caused the injury took place on the claimant's land, and the case, it was contended, fell within the class of cases of which *Cowper Essex* v. *Acton Local Board* (*suprà*) is an example.

But this argument was rejected by the Court of Appeal, who affirmed the judgment of BIGHAM, J., upon the short ground that the passage of the sewage through the pipes under the claimant's land was not the cause of injury to him. This was a matter distinct from the use of the pumping station and reservoir, which was the real cause of injury, and this latter use did not take place upon land which had been taken from the claimant, consequently he was not entitled to the benefit of the special rule in *Cowper Essex* v. *Acton Local Board*. "The test," said BUCKLEY, L.J., "is not whether the whole forms one undertaking—a railway undertaking is one undertaking. The test is whether that part of the undertaking which lies on the claimant's land has created the injury to the claimant's adjoining lands." And this test was not satisfied. "The laying of the pipes in the claimant's land is not the *causa causans*, but at most a *causa sine quâ non* of the erection and user of the reservoir and pumping station. The act done on the claimant's land was not an act which caused the injury arising from the erection of the reservoir and pumping station, but an act (at most) without which the injury would not have been done." Hence the claimant had to be content with the compensation awarded him for the construction of the sewer in his land. It would doubtless be a great additional burden upon undertakers had they to pay for depreciation of the land of neighbouring landowners due to user of the undertaking, though this burden has been imposed in some recent instances such as tube railways. But the present system under which some landowners can require compensation and others cannot seems to be both illogical and unsatisfactory.

# The True Theory of Priority under the Middlesex and Yorkshire Registry Acts.

THE scheme of the Middlesex Registry Act, 1708 (and also of the old Yorkshire Acts) is that an unregistered document is made void by the registration of a competing document. The scheme of the Yorkshire Registry Acts, 1884 and 1885, is that documents take effect, as to priority, according to the date of their registration and not their execution. The Irish Act of 1708 (6 Anne, c. 2) contains within itself both these schemes. Nearly every colonial Registry Act, where the common law is in force, resembles more or less closely one or other of these Acts (treating the present Yorkshire Act as one); the principal examples being found in Canada, the West Indies, Australia, and the Straits Settlements. A good many of the colonial Acts provide in some way for the effect of "notice," and the recognition of *bona fides*, as is done in the Yorkshire Acts. But the long series of decisions as to registration being overridden by notice of unregistered documents makes the difference between the Middlesex and Irish Acts on the one hand, and the colonial Acts on the other, less important than it might otherwise have been.

The two schemes—Middlesex and Yorkshire—certainly do appear at first sight to embody two distinctly different principles. Under the Middlesex system the unregistered document is made void, and under the Yorkshire system priority goes by date of registration; whilst the Middlesex Act makes no mention of priority according to date of registration, the Yorkshire Acts make no mention of an unregistered document being void. The possibility, however, of these two principles working out in practice to much the same result is shown by the cases decided under the Irish Act, though it may now be taken as settled that priorities between registered documents are governed by the provisions of Section 4 (the Yorkshire principle), and priorities between a registered and an unregistered document by Section 5 (the Middlesex principle), yet it has more than once been held that Section 4, which provides that registered documents shall take priority according to date of registration is the important enactment, and applies as well to the priority between a registered and an unregistered document: see *Warburton* v. *Loveland* (1 H. & B., at p. 722), *Cleary* v. *Fitzgerald* (7 L. R. Ir., at p. 244). The question is settled by *Re Burke's Estate* (9 L. R. Ir. 24).

It will be found, in fact, that the practical result of these two methods or principles of conferring priority on the document first registered is substantially the same. In Middlesex the document first registered takes priority over the document subsequently registered as well as over the unregistered document; in Yorkshire the registered document takes priority over the unregistered document, as well as over one that is subsequently registered. This involves the assertion and correctness of two propositions, one concerning the Middlesex and the other the Yorkshire system. These are: (1) Under the Middlesex Act an unregistered document is not made void altogether or *ab initio*, but only so far as is necessary to give validity to the registered document, and only from the moment of the latter's registration; (2) under the Yorkshire Acts the unregistered document is made void as against the registered document, notwithstanding that the use of the word "priority" may seem to imply the existence of two registered documents as necessary to bring the provisions of section 14 of the Act into play.

1. There appears to be no reported decision as to land in Middlesex or the precise extent to which the unregistered document is made void. It is clear, however, from *Credland* v. *Potter* (L. R. 10 Ch. App. 8) that the unregistered document is made completely inoperative as against the registered one, and is not merely postponed so as to allow of tacking. The English case of *Jones* v. *Gibbons*, decided by Sir WILLIAM GRANT in 1804 (9 Ves. 407), with reference to the Jamaica Registry Act of 1731—an Act modelled on the Middlesex Act—has always been regarded as an authority on the construction of the Middlesex Act; it was there said that a conveyance "was never held bad because not registered, the object being purely for the protection of subsequent purchasers." To whatever extent the unregistered document is avoided, it can be registered subsequently so as to gain the benefit conferred by registration, subject always to the rights of the person claiming under the document first registered. This is illustrated by *Neve* v. *Pennell* (2 H. & M. 170), and the relative rights under the two registered documents may be correctly described by saying that the one first registered has priority over the later one, and that the one registered later is postponed to that which is first registered. Thus, for practical purposes, the document registered later, or not registered at all, may be said to be "postponed," provided the rights of the person claiming under the registered, or first registered, document are not affected; this seems to be all that was meant by Lord CAIRNS when he distinguished, in *Credland* v. *Potter*, between "postponement" and being made "fraudulent and void."

These three cases—*Jones* v. *Gibbons*, *Neve* v. *Pennell*, and *Credland* v. *Potter*—seem to be the only cases in the English courts worth noticing on this point. Further light, however, is thrown on the subject by some Canadian cases. The Registry Act of Nova Scotia is modelled on the Middlesex Act, and it has been held by the Supreme Court of Canada that a document conferring a partial interest in land, such as an easement, if once avoided for want of registration as against a registered conveyance of the fee simple, cannot be revived by subsequent registration many years afterwards: *Ross* v. *Hunter* (7 Can. S. C. R. 289). This, it will be observed, fits in with the rule laid down in *Credland* v. *Potter*, and is supplementary to the general rule illustrated in *Neve* v. *Pennell*. Another Canadian case, which has had the advantage of being recently before the Privy Council on appeal, is *McVity* v. *Tranouth* (36 Can. S. C. R. 455). The Ontario Registry Act, under which this case arose, is also modelled on the Middlesex Act. The conveyance to the defendant was (through the fraud of the grantor) unregistered, and the mortgage to the plaintiffs—by the same grantor—was regis-

tered. The plaintiffs, on claiming priority by virtue of their registered document, were met by the defence that the defendants had gained a title by adverse possession under the Statutes of Limitation, the conveyance to them having been made void *ab initio* on the registration of the plaintiffs' mortgage. The plaintiffs contended that the conveyance to the defendants was only avoided as from the time that the plaintiffs' mortgage was actually registered, and that no right of action had accrued until the mortgage was registered. The Supreme Court of Canada held (though very evenly divided in opinion) that the defendants' conveyance was, by the registration of the plaintiffs' mortgage, avoided *ab initio*, and, therefore, that the defendants had by their adverse possession gained a title under the Statutes of Limitation. On appeal, quite recently, this decision was reversed by the Privy Council (1908, A. C. 82); it was held that, as between the defendants and their grantor, the conveyance was perfectly valid, and only became void as against the plaintiffs on the registration of the mortgage, and only from that moment. This, in effect, adopts the view expressed by one of the dissenting judges below, that "the only effect of the Registry Act is to give priority to the registered over the unregistered instrument, leaving the interests of the parties otherwise unaffected." The limitation placed on the meaning of "priority" by the rule laid down by Lord CAIRNS in *Credland* v. *Potter* must, of course, be borne in mind; subject to this, the words quoted from the Canadian dissenting judgment are important, as showing the substantial identity in result of the two different principles embodied respectively in the Middlesex and Yorkshire systems.

2. With respect to the second of the propositions stated above there seems to be no reported English case that actually decides the meaning of section 14 of the Yorkshire Act of 1884, in which priority is given to registered documents according to the date of their registration, but without mentioning the relation of the registered to the unregistered document. Decisions on the Irish Act are, upon this point, no better than decisions on the Middlesex Act. Some of the Australian Registry Acts, however, resemble the Yorkshire Act in containing no express mention of the unregistered document, whilst conferring priority according to date of registration, and a decision under one of those Acts may therefore usefully be referred to. In *Fuller* v. *Goodwin* (4 S. C. R. (N. S. W.) 66) the question to be decided was whether a registered or an unregistered document should have priority. It was pointed out that registration is only material where there is a conflict as to priority, and that the Statute enables a purchaser for value to register and acquire a title notwithstanding a previous inconsistent conveyance unregistered, and whether the first grantee afterwards registered his conveyance or not; "it would be an absurd construction that, because the Legislature has indiscreetly used this word 'priority' in the enactment a different result could be obtained by the first taker's omitting to register at any time." This is as clear a judicial statement as could be wished with respect to the construction of an enactment which, on this point, is undistinguishable from the corresponding enactment in the Yorkshire Act, and is in exact accordance with the commonly accepted interpretation of the English Act. It is merely saying the same thing in other words to say that the unregistered document is avoided as against the registered one; this is precisely what is expressly done by the Middlesex Act. On the other hand, we have it said, with reference to an Act modelled on the Middlesex Act, that the effect of the Act is to give priority to the registered over the unregistered document (*McVity* v. *Tranouth*, *supra*); this is precisely the construction commonly placed on the Yorkshire enactment and confirmed by the Australian case just cited. It follows that the substantial result in practice of the two principles—avoiding the unregistered document, and giving priority to the registered document—may be said to be identical.

With respect to what is said in *Credland* v. *Potter* as to the registration of a conflicting document displacing, and not merely postponing, the unregistered document, and what is said in *McVity* v. *Tranouth* as to the unregistered document not being void *ab initio*, all this would seem to be quite as applicable to the priority conferred expressly by the Yorkshire Act as to the priority implicitly conferred by the Middlesex Act. If this is so, priority—when it is conferred by registration—will be conferred under the two schemes by virtue of the same principle—viz., by making the unregistered document inoperative so far as is necessary to give full effect to the registered document. It remains to point out the one important difference between the two schemes when priority is conferred by the Yorkshire Acts and not by the Middlesex Act. It is well settled law that, technically, registration is not notice so as to affect a purchaser who gets the legal estate without notice of a registered equitable interest: *Morecock* v. *Dickins* (Amb. 678). It is equally well settled that under the Irish Act, in which priority, "both in law and equity," according to date of registration is expressly provided for, the registration of a document conferring an equitable interest only does effectually bind the legal estate so that the want of notice cannot be relied on: *Bushell* v. *Bushell* (1 S. & L. 90). As already stated, the Irish Act does also contain the clause in the Middlesex Act making unregistered documents void, and is not, therefore, a complete analogy; another difference is that the words "both in law and equity" are not in the Yorkshire enactment, though there is a reference to "legal or equitable interests." On both these points some of the Australian Acts present a closer analogy, the Middlesex clause being absent, and also the words "both in law and equity." Notwithstanding these differences, the Australian enactments referred to have been held by the High Court of Australia to be properly interpreted in the same way as the Irish enactment, and registered equitable interests have been held to take priority over unregistered or subsequently registered legal interests: *Darbyshire* v. *Darbyshire* (2 Com. L. R. 787). There seems to be no doubt that the priority clause in the Yorkshire Act (section 14) would be construed by the English courts in the same way. Whilst, therefore, under the Middlesex Act it is possible for a purchaser to obtain the legal estate without notice, and so gain priority over a registered equitable interest, under the Yorkshire Acts the prior registration of the equitable interest would confer priority as against the unregistered, or subsequently registered, legal interest.

Where priority under the Middlesex or Yorkshire Registry Acts is conferred by registration—the only difference in this regard being as to the effect of want of notice in Middlesex—the true theory of this priority may, it is submitted, be thus formulated. Priority is conferred on the registered document by making the unregistered or subsequently registered document inoperative, as from the time of the registration, or earlier registration, and so far only as may be necessary to give full effect to the registered, or first registered, document.

# Reviews.

## Income Tax.

THE LAW RELATING TO INCOME TAX. WITH THE STATUTES, FORMS, AND DECIDED CASES IN THE COURTS OF ENGLAND, SCOTLAND, AND IRELAND. By ARTHUR ROBINSON, B.A., Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited).

The Income Tax Acts and their administration form a subject of considerable complication, and a writer who undertakes the task of deducing the rules for the assessment of the tax from the statutes and the cases deserves the thanks of the profession. Mr. Robinson's book, which has now attained to a second edition, is divided into four parts: Part I., The Creation of Officials; Part II., Procedure; Part III., The Schedules; and Part IV., Persons to be Charged. In these parts the sections of the various statutes are grouped according to their subject-matter, with explanatory notes and a full statement of the cases, while the statutes are also printed in their proper sequence in the Appendix. The third part of the book is naturally of most interest, the assessment of the duty depending on the schedules contained in the Act of 1853, which have to be applied in accordance with the rules given in the Act of 1842. A reference to the notes to Schedule D will shew how conveniently the author has classified and stated the authorities. The most important of the recent cases have been concerned with the liabilities of companies whose sphere of operations is abroad, although they are managed, more or less completely, from this country. The tests to be applied in determining whether such companies "reside" in the United Kingdom, so as to be liable to the tax, have been

settled by *De Beers Consolidated Mines* v. *Howe* (1906, A. C. 455). Equal difficulty has been found, too, in applying the words which impose the tax on persons abroad in respect of the profits of a trade exercised within the United Kingdom, and the cases on this question have been arranged so as to give the practitioner the opportunity of seeing at a glance which are likely to assist him on any particular point. The book is both practical and well arranged.

## Books of the Week.

A Selection of Leading Cases in the Common Law, with Notes. By WALTER SHIRLEY SHIRLEY, Barrister-at-Law. Eighth Edition. By RICHARD WATSON, LL.B. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

The Law Relating to Companies and Limited Partnerships. By JOHN R. MCILRAITH, M.A., LL.B., Barrister-at-Law. George Routledge & Sons (Limited).

# Correspondence.

## Socialism and the Legal Profession.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A "Socialistic Solicitor" informs us that under the reign of Socialism solicitors will probably gradually disappear, and that the state of the individual solicitors will depend upon the value of their services to the community.

I was under the impression that the state of the individual solicitors at present depends upon the value of their services to the only part of the community which knows anything about it—that is, the clients who employ them, for the clients "gradually disappear" if they think they are charged too much. But I suppose the community (in the form of Mr. Keir Hardie, Mr. Will Crooks, and Mr. Victor Grayson) will fix the value for solicitors when the reign begins. It may be a relief to some to find that we are not to disappear at once.

The information is not quite so exact and precise as I expected, but it must satisfy my curiosity; for it appears that if I want to know more I must wait till the reign begins. But I am too old to hope that I shall live to see that glorious commencement.

There may be others, however, who would fain "talk a word with this same learned Theban," and if they question him further, perhaps he may be induced to tell them more. What he says is enough for me; because, having saved a little for old age after a long period of hard work, I intend when the reign begins in this country to disappear at once to some country which it has not reached, and to leave my young and ardent friend (young he must be, and ardent he evidently is) to flourish under "the reign."

No doubt but that the Socialists "are the people, and wisdom shall die with them." H.

March 9.

## Charges on Registered Land.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Several clients of mine have obtained advances from a bank upon properties registered at the Land Registry with possessory titles, and have deposited their title deeds and land certificates relating to such properties with the bank and executed in favour of the bank an equitable charge under seal charging all their estate and interest in such properties to secure the repayment of the advances.

My clients have also in such equitable charges irrevocably appointed the bank as their (my clients') attorneys to convey the legal estate in the said properties to the purchasers on any sale under the statutory power, and to execute and do all deeds, instruments, and things requisite and proper for that purpose.

The bank now calls upon my clients to perfect the bank's security by adding to the bank's charge after the appointment of attorney referred to the words "and as to such parts of the said property as are registered under the Land Transfer Acts to execute a statutory transfer of such property," or words to this effect, on the ground that the registrar contends that without the addition of these words to the charge the bank has no power of sale.

I have submitted to the bank that the power of attorney contained in the bank's charge, as set out by the above, is sufficient to enable the bank to do all that is necessary to carry through a sale as mortgagees, and that the words proposed to be added to meet the registrar's requirements are mere surplusage, and therefore my clients should not be put to the trouble of altering the charges, outside the fact that I am called upon to explain to my clients the omission of these words from the charges when they were executed. The bank, however, is not disposed to act contrary to the requirements of the registrar. I should, therefore, be glad of your valued opinion, whether the registrar is right in his contention that the bank has no power of sale unless they add the words he suggests to their form of charge.

I find that, in dealing with properties registered under the Land Transfer Acts, it is becoming almost impossible to draft any document relating to such property without referring to the registrar for his approval of the form, and the registrar seems disposed to insist upon this being done, by refusing to accept well-established precedents in conveyancing, as in the form of appointment of attorney in question.

W. R. J. HICKMAN.

Selborne House, 11, Ironmonger-lane, Cheapside, March 10.

[See observations under "Current Topics."—ED. *S.J.*]

## The Conveyancing Bill.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the Conveyancing Bill now before Parliament, I take the opportunity of drawing attention, through the medium of your valuable paper, to the necessity for some provision being made to protect purchasers of land who do not obtain possession of the title deeds. It is obvious that our present system of conveyancing is defective in this respect, as there is nothing to prevent a person who retains deeds from purporting to sell parts of the property comprised therein over and over again—at any rate where a memorandum of the previous *bond fide* sale has not been endorsed upon the conveyance by the vendor. In many cases, too, a purchaser is precluded from requiring this by the conditions of sale. It is often useless to inspect the property, and this is certainly so where parts of a large building estate are being sold, as purchasers frequently do nothing for a long time to indicate their ownership.

Until something is done to remedy the existing state of things, it appears to me that the advocates of registration of title are furnished with a powerful argument in favour of their system, which, whatever its faults—and they are many—does provide against the dangers I have indicated. ARTHUR C. DOWDING.

14, South-square, Gray's-inn, March 9.

## Retention by a Mortgagee of the Land Certificate.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letters from Messrs. Syrett & Sons, published in this day's issue of your journal, I beg to call attention to another reason for the retention by a mortgagee of his mortgagor's land certificate. It is that rule 164 distinctly empowers the registrar to ask for that document on a registered chargee requiring registration under a foreclosure order. The practice at the registry is not to require its production unless the mortgagee has it, but mere practice should not, I submit, be relied on in so important a matter.

If a mortgagee's solicitor could find in the Acts themselves a clear assurance that his client need never concern himself about the land certificate, the profession would, I believe, feel no hesitation in acting on that assurance, but in fact none exists.

W. J. BLOOMFIELD HOWE.

22, Chancery-lane, W.C., March 7.

*** Owing to an unfortunate accident, the like of which we do not remember—the dropping out by the printers of several lines of the article in our last issue on "Evidence in 'Passing-off' Cases," after the proofs had been passed—two of the paragraphs in the article were reduced to something like nonsense. The portion of the first paragraph (*ante*, p. 312, col. 1, line 29) beginning "As to this evidence," should read: "As to this evidence, the Master of the Rolls (who decided the case against the defendant), according to Lord *Justice Fitzgibbon, rejected much of it as inadmissible, and only* scantily considered the rest." And the portion of the last paragraph of the article (p. 313, col. 1, line 2) commencing "Take the class of actions," &c., should read: "Take the class of actions where the labels under *consideration are used upon laundry soap or laundry blue, and the question is whether they are calculated to deceive washerwomen and the like, or the class of cases where the labels under* consideration are used on corsets; how can any judge, *ex proprio motu*, properly decide whether the labels would deceive washerwomen in the one case or ladies in the other?" The italics in each case indicate the lines which were dropped out by the printers.

# CASES OF THE WEEK.

## House of Lords.

**GORDON HOTELS (LIM.) *v.* WESTMINSTER CITY COUNCIL.**
5th and 6th March.

METROPOLIS—SCAVENGING—REMOVAL OF REFUSE—ORDINARY REFUSE OF HOTEL—HOUSE OR TRADE REFUSE—RIGHT OF APPEAL—SPECIAL CASE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), ss. 30, 33—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49), s. 33.

*Section* 33 (2) *of the Public Health (London) Act*, 1891, *provides that if a dispute arises between the owner or occupier of any premises and the sanitary authority as to what is to be considered "trade refuse," a petty sessional court may by order determine whether the subject-matter of dispute is or is not trade refuse, and the decision of the magistrate shall be "final."*

*Held, affirming the decision of the* Court of Appeal (1907, 1 *K. B.* 910), *that the above provision precluded any appeal from the decision of the petty sessional court by way of special case stated under the Summary Jurisdiction Act*, 1879, *s.* 33, *or otherwise.*

Appeal by the Westminster City Council from an order of the Court of Appeal dismissing an appeal on the ground that there was no jurisdiction to hear the appeal. The substantial question was whether ordinary refuse from large hotels in the metropolitan area such as could be described as ashes, sawdust used to sprinkle on kitchen floor, empty sauce bottles and preserve tins, straw packing cases for bottles, tea leaves, waste paper, egg shells, broken china, glass, and the like, was trade refuse or house refuse. If it was trade refuse, then the appellants, as the sanitary authority, were entitled to charge a "reasonable sum" for removing it daily from the hotels; if it was house refuse they must remove it daily, as hitherto, free of charge. The cost of removing the refuse from the many large hotels in the borough had become so serious a charge on the rates that the council decided to test the question, and gave notice to the manager of the Hotel Metropole—one of the hotels owned by the respondent company—that in future refuse would not be removed unless paid for as trade refuse. The respondents thereupon summoned the council for refusing to remove house refuse after a notice to do so had been sent them. The magistrate sitting at Bow-street held that the refuse was "house" refuse, and convicted the appellants, but stated a case for the opinion of the High Court as to whether he was right in so holding. By section 141 of the Public Health (London) Act, 1891, "trade refuse" is defined as "the refuse of any trade, manufacture, or business, or of any building materials." The council's case was that the hotel company carried on a business, and this was refuse from that business. To this the company replied they were rated as the occupiers of a dwelling-house, and that while the amount of house refuse was larger than would be collected from any ordinary dwelling-house, they were in the position of an ordinary householder and entitled to have their "dust" removed free of charge. The Divisional Court upheld the magistrate's opinion, and remitted the case back with an intimation to that effect. The Court of Appeal decided that they had no jurisdiction, and therefore dismissed the appeal on that ground. At their lordships' bar the appellants were alone heard.

Lord LOREBURN, C., said: The grounds of this appeal have been very clearly stated to your lordships during argument, but I see no reason for any dissent from the judgment of the Court of Appeal. The Act of 1891 provides that the determination of the magistrate shall be final, and I do not see how that can be qualified by the provisions of the Summary Jurisdiction Act, 1879, which provides for the stating of a special case. If the order of those two Acts had been reversed, the matter would have borne a different aspect, but as the statute of 1891 is later than the other, I do not see how it could be controlled or qualified by the former.

Lords ASHBOURNE, MACNAGHTEN, ROBERTSON, and ATKINSON concurred.

On the motion of the Lord Chancellor, the appeal was dismissed with costs.—COUNSEL, *Macmorran*, K.C., and *Courthope Munroe*; *Danckwerts*, K.C., and *R. Cunningham Glen*. SOLICITORS, *Allen & Son*; *Stanley, Woodhouse, & Hedderwick*.

[Reported by ESKINE REID, Barrister-at-Law.]

**MANCHESTER CORPORATION *v.* NEW MOSS COLLIERY (LIM.).**
30th and 31st Jan.; 28th Feb.

WATER—WATERWORKS—MINERALS—RIGHT OF SUPPORT—VOLUNTARY SALE—COMMON LAW RIGHT—COMPENSATION—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), ss. 6, 18-27.

*The plaintiffs, under a special Act incorporating the Waterworks Clauses Act*, 1847, *but under which they had at the time no compulsory power of purchase, acquired land, including the minerals, for the purpose of their undertaking. The colliery company were lessees of mines under adjacent lands, and by working partly within and partly without the forty yards limit prescribed by section* 22 *of the Act of* 1847, *they withdrew the necessary lateral support to the plaintiffs' land and caused subsidences which would have taken place to an equal extent if the waterworks had not been there. The defendants had given the plaintiffs notice under section* 22 *of the Act of* 1847 *of their intention to work their mines within the forty yards limit, but the plaintiffs did not state their willingness to treat for compensation, and relied on their common law right of lateral support.*

*Held, that, assuming that the provisions of the mining clauses (sections* 18-27) *of the Act of* 1847 *applied to the case, nevertheless there was nothing in that Act which took away the plaintiffs' common law right to lateral support, and that the plaintiffs were entitled to relief on that footing.*

Appeal by the defendant colliery company from a judgment of the Court of Appeal (reported 1906, 2 Ch. 564) reversing a judgment of Farwell, J. (reported 1906, 1 Ch. 278) in favour of the plaintiffs. Certain land was purchased by the plaintiffs, who were the undertakers for supplying Manchester with water, under the powers (which were not compulsory) of a special Act, which incorporated the Waterworks Clauses Act, 1847. Part of the land was purchased from Lord Stamford, and in the conveyance there was an express reservation of all minerals thereunder, with full power to work the same without making compensation. The rest of the land was purchased from one Taylor, the conveyance including all minerals thereunder. The plaintiffs constructed a reservoir upon the whole of the land so purchased by them. Lord Stamford subsequently granted to the defendants a lease of the minerals under the land conveyed by him. Upon the defendants' workings approaching the reservoir they gave the plaintiffs notice, under section 22 of the Act of 1847, of their intention to work the minerals adjacent to or under the reservoir. The plaintiffs did not give a counter-notice, and the defendants proceeded to work the minerals, with the result that the lateral support was withdrawn from Taylor's land, and damage was caused to the reservoir. This subsidence was caused by mineral workings partly within and partly without the forty yards limit. The minerals were worked in the usual and proper manner, and the subsidence would have taken place to an equal extent if the reservoir had not been there. An action for an injunction to restrain the defendants from working the minerals so as to cause damage to the plaintiffs' land, and for damages, having been dismissed, the plaintiffs appealed to the Court of Appeal. The appeal was allowed, on the ground that, assuming that the provisions of the mining clauses of the Act of 1847 applied to this case, still there was nothing in that Act taking away the plaintiffs' common law right of lateral support, and that the plaintiffs were entitled to relief on that footing. The defendants appealed. *Cur. adv. vult.*

Lord LOREBURN, C., in giving judgment, said the Corporation of Manchester desired to construct waterworks, and for that purpose purchased two pieces of land under their special Act which gave them power to purchase by agreement only. The first piece of land they bought from Lord Stamford, and in the plan that was coloured yellow. The second piece they bought from Taylor, and that was coloured pink. On the facts, as stated above, the question to be decided was whether the mine-owners ought to be restrained from mining so as to damage the pink land: firstly, as to mines under the yellow land within the forty yards belt; and, secondly, as to mines under the yellow land outside the forty yards belt. In his opinion, the Court of Appeal was right in granting an injunction under both these heads. There was nothing in the Act of 1847 which prevented the plaintiffs claiming relief at common law, and he agreed with the decision of the Court of Appeal that in the circumstances the pink land still enjoyed the right of support for the natural surface against the yellow land which it had always possessed. He moved that the appeal should be dismissed with costs.

Lords MACNAGHTEN, JAMES OF HEREFORD, ROBERTSON, ATKINSON, and COLLINS concurred. Judgment accordingly.—COUNSEL, *Cripps*, K.C., *Upjohn*, K.C., and *McSwinney*; *Sir Robert Finlay*, K.C., *C. E. E. Jenkins*, K.C., and *E. F. Moulton*. SOLICITORS, *Bower, Cotton, & Bower*, for *H. G. Hall*, Ashton-under-Lyne; *Austin & Austin*, for *Sir Wm. H. Talbot*, Manchester.

[Reported by ESKINE REID, Barrister-at-Law.]

**SIR JOHN JACKSON (LIM.) *v.* OWNERS OF THE STEAMSHIP "BLANCHE" AND OTHERS.** 22nd and 23rd Jan.; 27th Feb.

ADMIRALTY—COLLISION—LIMITATION OF LIABILITY—CHARTERER BY DEMISE—"OWNERS"—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 503, 504.

*Charterers to whom a ship is demised can claim the limitation of liability prescribed by section* 503 *of the Merchant Shipping Act*, 1894, *for "owners."*

Appeal by the plaintiffs from a judgment of the Court of Appeal (Sir Gorell Barnes, P., and Fletcher Moulton and Kennedy, L.JJ.) (reported 1907, P. 254) affirming a decision of Bargrave Deane, J. (reported 1906, P. 34). The question was whether under the Merchant Shipping Act, 1894, the charterer of a vessel demised to him under a charter-party was entitled, should damages be recovered against him by persons damnified by the negligent navigation of the ship over which he by the charter-party had the control, to limit his liability under sections 503 and 504 of the Act in the same manner and to the same extent as if he were the registered owner. The present appellants were contractors for certain works at the Liverpool Docks, and they chartered the steamer *Hopper No.* 66, belonging to the London and Tilbury Lighterage, Contracting, and Dredging Co. (Limited), to take out to sea excavated soil. While taking soil out the hopper collided with *The Blanche*. The latter was sunk and seven of her crew were drowned and others injured. The hopper was found solely to blame, and actions were brought by the representatives of the dead men and by those who were injured. The claims in the aggregate largely exceeded the statutory amount which a registered owner would have had to pay under the provisions limiting his liability to so much per ton or tonnage. The plaintiffs thereupon commenced this action, asking for a declaration "that they were not answerable in damages in respect of loss of life or personal injury occasioned by the said collision, either alone or together, with loss of or damage to property to an aggregate amount exceeding £15 per ton on the gross tonnage of the steam hopper 66, ascertained in accordance with the terms of the Merchant Shipping Act, 1894, in that behalf or in respect of loss of or damage to property occasioned by the said collision to an aggregate amount exceeding £8 per ton on the said gross tonnage of the steam hopper." Both Bargrave Deane, J., and the Court of Appeal decided against the appellants.

The House having taken time to consider their decision,

Lord Loreburn, C., in giving judgment, said the appellants had chartered a ship by demise, and in course of her navigation by a master and crew in the charterers' service she was negligently handled and injured another vessel. The courts below held that the appellants could not claim the benefit of the statutory limitation of liability because the charterers were not "owners" within the meaning of the section. It was a singular thing that so far as he could learn this question had never been raised before, although, since 1813, there had been in one form or another a limitation applicable to this class of liability. In his opinion the appeal ought to succeed. If this very elaborate Act was examined, it would be seen that the word "owner" was used in scores of sections—sometimes it meant registered owner, which was indeed the primary sense of the word; sometimes it must also include beneficial owner; and in other parts it seemed to him that it must of necessity also include a charterer by demise who had control of the ship and navigated her with his own master and crew. It seemed to him that the mischief against which section 503 was intended to provide was not met by construing the word "owner" in the narrow sense, and that, therefore, the broader interpretation which the word certainly bore in many other parts of the Act ought to be applied here. Accordingly he moved that the order be reversed, and a declaration made as desired by the appellants.

Lords Macnaghten, Robertson, and Collins concurred.

Lord Atkinson read a judgment, in which he agreed that the appellants were entitled to succeed. Appeal allowed with costs.—Counsel, *J. A. Hamilton*, K.C., and *Dawson Miller*; *Butler Aspinall*, K.C., and *Bateson*. Solicitors, *Thomas Cooper & Co.*, for *Hill, Dickinson, & Co.*, Liverpool; *Pritchard & Sons*, for *Batesons, Warr, & Wimshurst*, Liverpool.

[Reported by Ezekiel Reid, Barrister-at-Law.]

# Court of Appeal.

**CROZIER, STEPHENS, & CO. *v.* AUERBACH.** No. 1. 2nd March.

Practice—Service Out of Jurisdiction—C.I.F. Contract—Contract "to be Performed Within the Jurisdiction"—R. S. C. XI. 1 (e).

*The defendant, a merchant at Hamburg, agreed to sell to the plaintiffs, merchants in England, goods c.i.f., Tyne, net cash against bill of lading. The goods were shipped on board a steamer at Hamburg for the Tyne, and the price was paid against the bill of lading. Upon arrival the plaintiffs inspected the goods and alleged that they were not according to contract quality. They obtained leave, under ord.* 11, *r.* 1 (e), *to issue a writ for service out of the jurisdiction, and to serve notice thereof upon the defendant at Hamburg, claiming for breach of contract. Upon an application by the defendant to set aside the order giving leave,*

*Held, that the breach occurred at Hamburg and not in England, and that, therefore, the order must be set aside.*

Barrow *v.* Myers (4 *Times L. R.* 441) *dissented from.*

Appeal from a decision of Bigham, J., at chambers. The plaintiffs carried on business at Newcastle-upon-Tyne, and the defendant was a foreigner resident and carrying on business at Hamburg. The defendant agreed to sell to the plaintiffs about ten tons of aluminium at £174 per ton, "c.i.f., Tyne/Thames, unpacked, net cash against b/l." The plaintiffs having selected the Tyne, the goods were shipped on board a steamer (not belonging to either of the parties) at Hamburg, and the plaintiffs paid the price against the bill of lading. Upon arrival at the Tyne the plaintiffs alleged that the goods were not according to contract quality, and obtained leave *ex parte* to issue a writ for service out of the jurisdiction, claiming the return of the price, or damages for the alleged breach of contract, and to serve notice of the writ on the defendant at Hamburg. An appearance having been entered for the defendant by his agent's solicitors, the defendant applied to set the appearance aside as having been entered without his authority, and also to set aside the order giving leave to issue the writ and to serve notice thereof on him out of the jurisdiction. Bigham, J., came to the conclusion that the appearance was properly entered, and dismissed the application. The defendant appealed.

The Court (Vaughan Williams and Farwell, L JJ.) allowed the appeal. They came to the conclusion that the appearance had been entered under a mistake without the defendant's authority. That raised the question whether leave to issue the writ and to serve notice thereof on the defendant abroad ought to have been given. In their opinion, the contract being a c.i.f. contract, the delivery was to be on board ship at Hamburg, and the breach occurred there and not in England. The property in the goods and the right to possession passed then to the plaintiffs, and they were at their risk from that time. The contract was not one "which, according to the terms thereof, ought to be performed within the jurisdiction," within the meaning of ord. 11, r. 1 (*e*). *Barrow* v. *Myers* (4 Times L. R. 441), in which a Divisional Court decided in the case of a similar contract that a breach occurred in England, and that leave was properly given to serve notice of the writ on the defendants out of the jurisdiction, was, in their opinion, wrongly decided and should not be followed. There was in this respect no difference between an action for non-delivery of goods, such as in *Hamlyn & Co.* v. *Griendtsveen Co.* (6 Times L. R. 274) and *Parker* v. *Schuller* (17 Times L. R. 299), and an action for not delivering goods in accordance with the contract quality. The writ and the service of notice thereof must be set aside.—Counsel, *Compton Smith*; *Schiller*. Solicitors, *Walter B. Styer*; *Adler & Perowne*.

[Reported by W. F. Barry, Barrister-at-Law.]

**"THE HAGEN."** No. 1. 5th March.

Practice — Admiralty — Service Out of Jurisdiction — Collision in Foreign Waters—Undertaking for Bail Abroad—R. S. C. XI. 1 (g).

*Where a collision occurred in foreign waters between two British ships and a foreign ship, and one of the British ships and the foreign ship gave undertakings for bail abroad, and subsequently the British ship sued the other British ship and the foreign ship in England, and applied for leave to serve notice of the writ on the foreign ship out of the jurisdiction under ord.* 11, *r.* 1 (g),

*Held, that the facts that undertakings for bail were given abroad, and that the foreign ship within a reasonable time commenced an action against the British ship abroad, were circumstances to be taken into account in considering whether leave should be given. The court in the circumstances refused leave.*

Appeal from an order of Bargrave Deane, J. The plaintiffs, the Great Central Railway Co., were the owners of the British steamer *City of Bradford*. The defendants, the Burnett Steamship Co., were the owners of the British steamer *Hartley*, and the other defendants, a German company domiciled in Hamburg, were the owners of the German steamer *Hagen*. On the 27th of September, 1907, a collision occurred between *The City of Bradford* and *The Hartley* in the River Elbe, and *The Hartley* then collided with *The Hagen*, which was following *The Hartley* up the river. Each vessel alleged that the collisions occurred through the fault of the other. On the 30th of September, the vessels being at Hamburg, mutual undertakings for sureties for bail were given as between the owners of *The City of Bradford* and the owners of *The Hagen* to answer any claims the one might bring against the other; and on the same day an action *in rem* was commenced in the Admiralty Court here by the owners of *The Hartley* against *The City of Bradford*, and bail was given by both vessels. On the 2nd of October the present action *in personam* was commenced, alleging that both the defendants were in fault, and the Vacation Judge made an order *ex parte* giving the plaintiffs leave to serve notice of the writ on the owners of *The Hagen* at Hamburg, under ord. 11, r. 1 (*g*), and service was accordingly effected on the 16th of November. In the meantime, on the 22nd of October, *The Hagen* commenced an action in Germany against *The Hartley*, and sureties in lieu of bail were given by both vessels. On the 26th of November the owners of *The Hagen* appeared to the writ under protest, and moved to set aside the service of notice of the writ on them abroad. Before the application came on for hearing, the sureties in lieu of bail of *The Hagen*, according to the practice of the German courts, commenced an action on the 6th of December in Germany against the sureties of *The City of Bradford* and of *The Hartley*. Bargrave Deane, J., refused to set aside the service, on the ground of the delay on the part of *The Hagen* in bringing the action in Germany. The owners of *The Hagen* appealed.

The Court (Lord Alverstone, C.J., and Farwell and Kennedy, L.JJ.) allowed the appeal. They said that if the learned judge had exercised his discretion upon all the facts they would have hesitated to interfere with the exercise of his discretion. The learned judge, however, had not done so. *The Due d'Aumale* (51 W. R. 332; 1903, P. 18) shewed that there was jurisdiction to make the order. The fact that the undertakings for bail in Germany had been given, which would probably be followed by an action by *The Hagen* in that country, was a circumstance to be taken into account in considering whether leave should be given to serve the German company. Considering that the collision occurred in German waters, and that the German company had within a reasonable time after the undertakings had been given commenced an action in Germany, they thought that it would not be right to bring the German company here. The cases of *The Christiansborg* (10 P. D. 141) and *The Mannheim* (1897, P. 13) were different, because there there was no question of obtaining leave to serve a foreigner abroad, but merely a question whether an action properly brought here should be stayed. The service of notice of the writ on the German company must therefore be set aside.—Counsel, *J. A. Simon*, K.C., and *H. M. Robertson*; *Laing*, K.C., and *Arthur Pritchard*. Solicitors, *Dixon H. Davies*; *Pritchard & Sons*.

[Reported by W. F. Barry, Barrister-at-Law.]

**NASH *v.* INMAN.** No. 2. 5th March.

Infant — Necessaries — Infant Sufficiently Supplied — Burden of Proof.

*A plaintiff suing for goods supplied to an infant must shew not only that the goods supplied were necessaries as distinguished from luxuries, but also that they were suitable to the actual requirements of the infant at the time of the sale and delivery.*

This was an application for judgment or a new trial on appeal from a verdict and judgment at a trial before Ridley, J. The plaintiff, Mr. W. Nash, a tailor, carrying on business at 31, Savile-row, sued the defendant, Mr. Roy Inman, to recover the sum of £145 10s. 3d., being the credit price charged for clothes supplied to him between the 29th of October, 1902, and the 16th of June, 1903, at which time he was an undergraduate at Cambridge. The defence was that the defendant was an infant at the time the goods were supplied, and that they were not necessaries. From the opening statement of counsel in the court below, it appeared that the plaintiff had various agents, who went, among other places, to the Universities of Oxford and Cambridge to solicit orders. In October, 1902, one of these agents, Mr. Silcock, called upon the defendant at his lodgings in Cambridge. The defendant on that and subsequent occasions ordered suits of clothes, waistcoats, and overcoats, the total cash price for which amounted to £121 odd, the credit price being £145 10s. 3d. There was no dispute that the whole of the goods had been received by the defendant. After the defendant left Cambridge he was seen from

time to time by the plaintiff's representatives with regard to the payment of the account, and he promised to get a cheque for the amount from his father. This he failed to do, and the present action was brought. The defendant's father gave evidence for the defendant that the defendant was born on the 17th of January, 1883, and that before he went to Cambridge he was provided with clothes suitable to his position. At the conclusion of the evidence Ridley, J., said he thought there was no case to go to the jury. He held that no part of the things were necessaries, and directed that there should be verdict and judgment for the defendant. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that the case was undoubtedly one of difficulty and also one of importance. In substance the position was that the plaintiff was suing the defendant for goods sold and delivered; the defendant pleaded that he was an infant at the date of the sale and delivery. At any rate, since the Infants' Relief Act, 1874, all contracts for goods sold and delivered to an infant were absolutely void, the only exception being contracts for necessaries. Then came section 2 of the Sale of Goods Act, 1893: "Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property. Provided that where necessaries are sold and delivered to an infant . . . he must pay a reasonable price therefor. Necessaries in this section mean goods suitable to the condition in life of such infant . . . and to his actual requirements at the time of the sale and delivery." The effect of that was that, in a case like the present, where the plaintiff sued for goods sold and delivered, and the defendant pleaded infancy, the plaintiff must reply that the goods sold were necessaries within the meaning of the definition contained in section 2 of the Sale of Goods Act, 1893. In his lordship's view it was not sufficient for a plaintiff to say that he had discharged the onus which rested on him if he merely shewed that the goods were suitable for a person in the infant's condition of life. He must go on and shew not only that the goods were suitable to the infant's condition of life, but also to his actual requirements at the time of the sale and delivery. A plaintiff might, of course, bring evidence to prove this, or he might shew it from the defendant's evidence, but unless he shewed, in one way or the other, that the goods delivered were suitable to the actual requirements of the infant at the time of sale and delivery, in his lordship's view, the plaintiff had not discharged the burden put upon him. Mr. McCardie, in an able and ingenious argument, had called the attention of the court to a number of authorities, which, he said, established that it had never been suggested that the burden of proof cast on a plaintiff who supplied goods to an infant was anything more than to shew that the goods were of a class which might be necessaries, having regard to the position of the defendant and his family, and that it was then for the jury to find as a matter of fact, aye or no, were these goods necessaries, but that it had never been the law that a plaintiff might have to go into an investigation of matters which might present difficulties. His lordship thought that there was force in the argument up to a certain point, but it was right to remember that the law had been developed in the course of the last century. Up to the year 1883 it was doubted whether it was even admissible to put in evidence to prove that the defendant had goods of the class supplied at the date of the sale, so that he could not want any more, until a Divisional Court, overruling Smith, J., on this point, decided in *Barnes* v. *Toye* (13 Q. B. D. 410) that an infant defendant might give evidence that he was already sufficiently supplied, and that it was immaterial whether the plaintiff did or did not know of the existing supply. Then came the case of *Johnstone* v. *Marks* (19 Q. B. D. 509), which came before the Lords Justices sitting as a Divisional Court. In that case Lord Esher said: "I am of opinion that the evidence was improperly rejected. It lies upon the plaintiff to prove, not that the goods supplied belong to the class of necessaries as distinguished from that of luxuries, but that the goods supplied when supplied were necessaries to the infant. The circumstance that the infant was sufficiently supplied at the time of the additional supply is obviously material to this issue, as well as fatal to the contention of the plaintiff with respect to it." And Lindley, L.J., said: "If an infant can be made liable for articles which may be necessaries without proof that they are necessaries, there is an end to the protection which the law gives him." His lordship had referred to those two passages, and particularly to the last, because, although it might be true that the language which he had read was not absolutely necessary for the decision, the language was unambiguous and perfectly clear, and seemed to be logically involved in the definition of "necessaries." But after those two decisions came the Sale of Goods Act, 1893, which defined, in language that admitted of no doubt, what was the proper interpretation of these necessaries for which, and for which alone, an infant could be made liable. That definition in terms included the second thing that Lord Esher and Lord Lindley said was involved in the term "necessaries," and the burden of proving which was, they said, cast upon the plaintiff. That being so, how did the matter stand in the present case? The plaintiff called evidence to prove the sale and delivery of the goods. There being no pleadings, the infancy was not formally admitted. The father of the defendant was called, and he proved the date of the defendant's birth, and the infancy was not really disputed. Then the father went on to give evidence that the infant was supplied with clothes suitable and necessary and proper to his condition of life, and his position as an undergraduate. Speaking for himself, he (the Master of the Rolls) would have been better satisfied if the learned judge who tried the case had left the matter to the jury with such a strong direction that practically they would have been compelled to find a verdict for the defendant. The learned judge had ruled, as a matter of law, that there was no evidence fit to be submitted to the jury that these articles, or any of them, were necessaries within the definition. Thinking as he (the Master of the Rolls) did, that there was no evidence to support that issue, was the learned judge wrong in doing so? There was not a scintilla of evidence to support even the proposition that the goods were suitable to the infant's condition of life, and even if the verdict had been left to the jury and the jury had found in favour of the plaintiff, the Court of Appeal, on an application being made, would have been compelled to grant a new trial on the ground that the verdict was perverse. The appeal must be dismissed.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments, dismissing the appeal.—COUNSEL, *H. A. McCardie; Atkin*, K.C., and *Cecil Walsh*. SOLICITORS, *Carter & Bell; Philpott, Morell, & Hughes*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

# Societies.

## Chester and North Wales Incorporated Law Society.

The twenty-seventh annual general meeting of this society was held at the Town Hall, Chester, on Thursday, the 27th day of February, 1908. Mr. Henry Martin (Nantwich), in the absence of the president, Mr. Henry Taylor (Chester), in the chair.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The prize for articled clerks, founded by Mr. John Allington Hughes, when president of the society in 1891-2, was awarded by the President to Mr. Thomas Arthur Hughes, who served his articles with Mr. Francis Nunn and Mr. O. B. Lowe, both of the firm of Messrs. Nunn & Co., of Colwyn Bay, and was placed fifth in the first class in the Honours Examination held in June, 1907. At this examination Mr. Hughes was awarded one of the Law Society's Prizes.

The following officers of the society were unanimously elected for the ensuing year: President, Mr. Henry Martin (Nantwich); vice-president, Mr. J. Hopley Pierce (Wrexham); hon. treasurer, Mr. F. B. Mason (Chester); hon. secretary, Mr. H. G. Hope (Chester), in the place of Mr. R. Farmer (Chester), who retired after twenty-one years' service.

The following gentlemen are the committee for the year: Messrs. H. A. Cope (Holywell), J. K. Cooke (Winsford), W. Thornton Jones (Bangor), Francis Nunn (Colwyn Bay), and W. H. Barnes, W. A. V. Churton, C. P. Douglas, R. Farmer, and H. Taylor (all of Chester).

Messrs. E. S. Giles and N. A. E. Way, both of Chester, were re-elected auditors.

The annual dinner was held at the Blossoms Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:

*Members.*—The society now numbers 190 members. Eight barristers subscribe to the library. One member, Mr. Oliver George, of Rhyl, has died during the year.

*Presentation to Sir Horatio Lloyd.*—It will be within the recollection of those who attended the last annual dinner that advantage was taken of the occasion to present to Sir Horatio Lloyd a gold cigar case and a cheque for £100. Sir Horatio handed the cheque to the committee, with a request that the money might be used to found a prize for articled clerks. In accordance with Sir Horatio's wishes, and with his approbation, the money has been invested in the name of the society in the purchase of £102 5s. 1d. Metropolitan 3½ per Cent. Stock, and a trust deed has been executed whereby the income of the fund is to be applied for providing an annual prize of books for clerks articled to members of the society, the prize to be called "The Sir Horatio Lloyd Prize."

*Solicitors' Benevolent Association.*—In consequence of a resolution passed at the last annual meeting of the society and a subsequent appeal to the members, Messrs. H. Taylor (Chester), R. Farmer (Chester), W. A. V. Churton (Chester), F. Horace Cooke (Crewe), T. H. Whiteley (Nantwich), and Geo. Davison (Chester), have become life members; Messrs. H. Martin (Nantwich), J. Davies (Denbigh), J. Allington Hughes (Wrexham), and John H. Cooke (Winsford), who were already life members, have each contributed a second donation £10 10s.; and Messrs. W. Bancroft (Northwich), W. C. Deakin (Northwich), H. W. G. Garnett (Crewe), E. S. Giles (Chester), J. H. Dickson (Chester), Wm. George (Criccieth), W. R. Evans (Ruthin), and J. R. Jordan (Bala) have become annual subscribers to the association. As a result, a sum exceeding £100 was presented to the association by Mr. John H. Cooke, on behalf of the above-named subscribers, at the festival dinner in June 1907. The committee hope that other members of the society will join the association this year.

*Conditions of Sale Offering Free Conveyances.*—The following opinion of the Council [of the Law Society] was considered by the Associated Provincial Law Societies at the instance of the Gloucestershire and Wiltshire Law Society: "While the Council deprecate any condition of sale which abridges the right of a purchaser to employ his own solicitor, and consider wholly inadmissible any condition which obliges the purchaser to employ the vendor's solicitor, they see no objection to a condition offering the purchaser a free conveyance, or a conveyance free of expense, except stamp duty, on his agreeing to accept the vendor's title without investigation, provided the purchaser is given a reasonable time after the signing of the contract within which to accept or refuse the offer"; and certain resolutions brought forward by that society were passed and submitted to the Law Society, with the result that the Council, on the recommendation of their Scale Committee, amended their opinion as

follows: "While the Council deprecate any condition of sale which abridges the right of a purchaser to employ his own solicitor, and consider wholly inadmissible any condition which obliges the purchaser to employ the vendor's solicitor, they see no objection *in cases in which the lots are numerous or of small value, or where there are other special circumstances*, to a condition offering the purchaser a free conveyance, or a conveyance free of expense except stamp duty, on his agreeing to accept the vendor's title without investigation, provided the purchaser is given a reasonable time after the signing of the contract within which to accept or refuse the offer."

*Honorary Secretary.*—The committee have received with sincere regret an intimation from Mr. Farmer of his desire to resign his office of hon. secretary. It is impossible to estimate the value to the society of the work Mr. Farmer has done during the twenty-one years he has held the office. It is not too much to say that it is chiefly owing to the time which he has devoted to the work, and to his energy and ability, that the society is in its present very satisfactory position. At the annual meeting a proposal will be submitted from the chair that the society should, in a marked way, recognize their appreciation of the great service Mr. Farmer has rendered to the society during his long tenure of the office.

## Norfolk and Norwich Incorporated Law Society.

The following are extracts from the report of the committee of this society:

*Members.*—The number of members is now eighty-one, of whom two are life members and sixty are members of the Law Society. The number of barristers, justices of the peace, and others not being members of the society who subscribe to the Law Library is nine, of whom one is a life member. The committee have to record, with much regret, the death of Mr. Gilbert B. Kennett, who was admitted a solicitor in 1895.

*Public Trustee Act.*—Members are reminded that this Act comes into operation on the 1st of January last. The provisions relating to the investigation and audit of trust accounts are applicable even where the Public Trustee has not been called in. The Public Trustee cannot be appointed if the instrument creating the trust forbids it, unless the court otherwise order. It is understood that branch or local offices are not to be established at present, but that deputies will be appointed by the Public Trustee. It is to be hoped that the precedent of land transfer will not be followed by an endeavour to compel the appointment of the Public Trustee in order to justify the expense of working this new department.

*Practice.*—The Council of the Law Society have expressed the opinion that if a solicitor be instructed to recover a debt within the jurisdiction of the county court, he is not justified in issuing a writ in the High Court with a view to proceeding under Order XIV. without the instructions of his client.

*Probate.*—It is understood the practice of allowing grant of probate to issue on an approximate valuation of assets, with an undertaking to deliver further accounts, has been discontinued, on the ground that the probate registrars have been thereby deprived of fees which would otherwise have been payable.

## Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery Lane, London, on the 11th inst., Mr. Walter Dowson in the chair; the other directors present being Sir George Lewis, Bart., Sir John Hollams, and Messrs. A. Davenport, Thomas Dixon (Chelmsford), C. Goddard, J. Roger B. Gregory, Samuel Harris (Leicester), J. F. N. Lawrence, C. G. May, R. Pennington, J.P., Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £400 was distributed in grants of relief, fifty-five new members were elected, and other general business was transacted.

## Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on the 5th of March, Mr. W. M. Woodhouse in the chair. The other directors present were Mr. S. J. Daw, Mr. F. T. Birdwood, Mr. P. W. Chandler, Mr. T. H. Gardiner, Mr. R. H. Peacock, Mr. R. J. Pead, Mr. Mark Waters, and the secretary, Mr. E. E. Barron. A sum of £45 was voted in relief of deserving applicants, thirteen new members were elected, and other general business was transacted.

# Law Students' Journal.

## Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 3.—Mr. Isaac Bradley, J.P., in the chair.—The following moot was discussed: "Has a vendor of land, in the absence of express stipulation, the right to re-sell in case the purchaser makes default in performing the contract?" The debate was opened by Mr. E. H. Clutterbuck, who was followed by Messrs. H. F. Benaly, C. L. H. Duchemin, H. E. Swallow, and T. H. Bethell; and the negative was opened by Mr. F. E. Darling, followed by Messrs. G. A. Baker, R. B. Forsyth, H. D. Price, and R. W. Frazier. After the opener had replied, the chairman summed up, and the question was put to the meeting and resulted in the affirmative by 9 votes to 8.

# Companies.

## LAW LAND CO. (LIMITED).

A meeting of the shareholders of the Law Land Co. (Limited) was held on Wednesday to receive the report and accounts for the year ended the 31st of December, 1907, and to consider resolutions providing for the increase of the capital of the company to £700,000 by the creation of 20,000 preference shares of £5 each and 10,000 ordinary shares of £10 each, to be issued as the directors should think fit, subject to the proviso that without the sanction of a general meeting the nominal value of issued preference capital should not exceed the amount in nominal value of the ordinary shares for the time being subscribed.

Mr. T. COURTNEY WARNER, M.P., presided, and said that in round figures the gross rental for the past year was £104,000, nearly £16,000 more than for the preceding year. The increase was, of course, mainly due to the purchase of Harley House, made towards the close of the year 1906. The rents of properties owned by the company on the Norfolk Estate and in other parts of London have been well maintained, and the properties generally—especially those on the Norfolk Estate—were steadily increasing in value. Ground-rents paid were more by nearly £1,100, due to the full year's payment in respect of the new property. Rates, taxes, insurance, electric lighting, &c., amounted in 1906 to £19,617, and in the year under review to £24,971, an increase of about £5,350. The major part of that was also due to the new property, but between £700 and £750 was the result of higher rates on the Norfolk Estate. Interest on mortgages and loans was in 1906 £16,730, and stood that year of £22,225, an increase of about £5,500, due also to the new property which had been bought subject to a mortgage of £147,000, and the increase in the amount set apart for leaseholds redemption at £2,529, against £2,307, arose from the same cause; and the balance available for dividend was £35,840, against £32,806. That had enabled them, after paying the interim dividend on the ordinary shares and dividend on the preference shares, to add £2,529 to leaseholds redemption fund and £8,750 to the reserve account. Some £1,250, representing premiums on the recently issued shares, had also been added to that last fund, and its total was £85,000, giving, with the £21,843 leasehold redemption fund, aggregate reserves of £106,843. In the balance-sheet they would find properties at cost standing at £1,062,104, as compared with £1,053,592. The increase of £9,000 represented expenditure on new property during the year. On the other side of the accounts it would be observed that the amount called up on capital stood at £448,228, an increase of nearly £41,000; mortgages were £8,000 lower, at £494,797, representing instalments paid off various mortgages during the year; while the temporary loans were about £47,000 less, at £21,205. With regard to the issue of the balance of ordinary capital, amounting to £25,000, that had been applied for twice over, and as the issue had been made at a time when the Bank rate was 7 per cent., and there was nearly a panic on the Stock Exchange, the result was to be regarded as highly satisfactory. The issue of 5,000 ordinary shares, made immediately previous to the last issue, had been called up in full, and a quotation obtained on the Stock Exchange. The last issue would be called up in the current year, and a quotation applied for. The mortgage for £50,000 rearranged during the year then bore interest at the rate of 4½ per cent. Originally it had been advanced at 4 per cent., but, as they knew, money cost less then; while they had arranged to repay it and the whole of the company's debts by fifty half-yearly instalments, which had the advantage of precluding any sudden demand upon them for the repayment of any large mortgage. As to the new capital, it was not anticipated that any considerable amount would be issued during the current year. In conclusion, the chairman dealt with what he regarded as a rating injustice in the assessment of large blocks of buildings, such as those held by the company, let out to various tenants, landlords paying rates and taxes. In the general calculation rates were taken out of the rent of the house representing the real value of the house. In their case, dealing with large blocks of buildings, they charged to rent a certain amount that was not really rent. In addition to the wages and food of servants, there was the expense of managers, clerks, and so forth. The staircases and landings were kept well cleaned and lighted; the lift service was prompt and efficient; porters were intelligent and polite; the halls and staircases were furnished and carpeted. In their case the whole of that service was controlled from the chief office, which was open night and day, connected with every building by telephone, and by private wire with the Whitefriars Fire Station. The magneto system of regulated clocks had been adopted, and the halls were fitted with postal boxes under the supervision of the G.P.O. All that cost a great deal of money, and though charged for in the rent was not, strictly speaking, rent, but payable for services rendered, and though a small allowance was made for the cost of lighting and cleaning staircases, it was nothing like the sums they actually expended. They did all they could to make their tenants comfortable and their houses sanitary, and it was rather hard that they should have to pay extra rates in consequence. The report was adopted, and the resolutions increasing the capital of the company accepted.

## Equity and Law Life Assurance Society.

The sixty-first annual meeting of this society was held on Monday at the head office, 18, Lincoln's-inn-fields, Mr. CECIL HENRY RUSSELL (chairman) presiding.

Mr. W. P. PHELPS (actuary and secretary) having read the notice convening the meeting and the report, which stated that the new business amounted to £789,059 in 475 policies, of which £597,218 had been retained by the society. The gross new premiums amounted to £37,259, and deferred annuities of £370 were granted during the year. The amount of the total assurances in force at the end of the year was £11,573,149. The claims by death amounted to £212,512, and 75 endowment assurances, amounting to £92,793, matured; £650 further became payable under sinking fund policies. The life assurance fund increased by £116,893, and amounted at the end of the year to £4,401,301.

The CHAIRMAN, in moving the adoption of the report, said that the business in 1907 had shewn an advance over that of 1906 of, roughly, £96,000 gross and £60,000 net. For the third year in succession the mortality had been favourable to them, and its incidence had also been good, with the result that the profit which they had earned had been satisfactory. The endowment assurance was continuing to be very popular with the public, but it did not realize such large profits as were derivable from ordinary life insurance policies. The general position of the society was very favourable. There were two years yet to run to finish the current quinquennium period, and he hoped that their agents would be active in helping the bonus, as policies completed in 1908 would participate in it. The rate of interest earned by the society upon its funds during 1907 had shewn a very decided advance. The rate per cent. in the year 1905 was £3 19s. 6d., in 1906 it was £4 0s. 6d., but last year it reached £4 2s. The surrenders had been somewhat larger than in the previous year, having amounted to £22,600 in 1907, against about £17,000 in 1906. There were three very important factors which went to make up the prosperity of a life insurance business—economy in management, remunerative investments, and favourable mortality—and in all of these they had shewn satisfactory results.

Mr. J. CROFT DEVERELL seconded the motion, and made special reference to the growth of the endowment policy business, of which, he believed, their society was the pioneer.

The resolution was unanimously carried.

# Legal News.

## Appointments.

Mr. RICHARD KING, of the firm of Munton, Morris, & King, of 149, Temple-chambers, has been appointed a Commissioner to Administer Oaths in London and Examine Witnesses for the High Court of Bombay. Mr. Richard King was admitted in April, 1882, in England, and in May, 1884, in Bombay.

Mr. JOHN CAREY BROOMFIELD, solicitor, has been appointed District Probate Registrar and Joint District Registrar of the High Court of Justice at Liverpool. Mr. Broomfield was admitted a solicitor in October, 1885.

## Changes in Partnerships.

### Dissolutions.

BENJAMIN EDMONDSON and CHARLES HAROLD CLOSE, solicitors (Edmondson & Close), Wakefield. March 2. [*Gazette*, March 10.

## General.

A meeting of the Rule Committee at the House of Lords was summoned for Friday afternoon (yesterday).

It is announced that in consequence of Mr. Justice Walton's being detained on the South-Eastern Circuit, actions and summonses in the commercial list will not be proceeded with until his return.

A supplement to the *London Gazette* of the 6th inst. contains an alphabetical list of accounts in the several divisions of the High Court, which have not been dealt with since September 1, 1892. The aggregate amount of the funds is about £1,100,000, distributed over more than 3,400 separate accounts.

The twenty-fifth conference of the International Law Association will, by invitation of the principal associations of Hungarian lawyers, be held at Budapest on September 22, 23, 24, and 25, under the presidency of the Hungarian Minister of State for Justice and Mr. Justice Phillimore (president of the association).

Considerable progress has been made, says the *Times*, with the disposal of King's Bench actions during the present law sittings, the non-jury list having been practically disposed of, while special jury actions are now being tried which were set down at the end of last year, and common jury cases are in the lists which were entered as late as the middle of January.

Australia possesses, says the *Westminster Gazette*, two of the most quaintly named lawyers in the world—Dr. Sly, K.C., of Sydney, and Mr. Fees, of Brisbane. The former will for the future be known as Mr. Justice Sly, as he has been raised to the Supreme Court bench as successor to Sir William Owen. He had a distinguished career at the University of Sydney, where he won the Gilchrist Travelling Scholarship (£100 a year for three years). He took the LL.B. degree of the University of London.

Professor Sir John Macdonell, C.B., began a course of lectures at University College on "International Law, in particular the Laws and Usages of War," on Wednesday last. The lectures, which will be given at 5.30, are open to the public without fee or ticket. Full particulars can be obtained from the secretary, University College, Gower-street, W.C.

A father and son, says the *Evening Standard*, were fined 5s. and costs each by the Birmingham stipendiary. The money was at once paid. Soon afterwards the son's employers told the police that he had stolen £9. He was arrested, and it was explained that he must have paid the fines out of the stolen money. "Then it appears that I am a receiver of stolen property," the stipendiary remarked.

The forthcoming pageant at Winchester having been arranged to take place in June, the judges, says the *Times*, have decided, in order that the assizes there shall not clash with it, to hold them in that city in May instead of June, which is the usual month. The commission day for the Summer Assizes at Winchester has accordingly been fixed for Monday, May 25, and that place will be the first assize town on the Western Circuit on this occasion, instead of the last but one.

Considerable interest has been aroused, says the Parliamentary correspondent of the *Times*, by the statement that the law officers of the Crown have advised the Board of Agriculture that the rent of a small holding under the provisions of the Small Holdings and Allotments Act of last year should include not only the interest on the loan raised by the local authority for the provision of the holding, but also a payment towards a fund to extinguish the loan. It is felt by many that this decision will materially interfere with the operations of the Act, as a small holder will practically contribute to the purchase of the land he occupies without, however, ever assuming himself the ownership of it.

At the sitting of the Divorce Court on Tuesday, says the *Times*, the President, addressing the jurymen, said that, as they were the first special jury summoned, he should like to make a few observations about a matter to which his attention was drawn by a common jury a short time ago. It was then suggested to him that there should be a room provided for jurors in waiting—not actually engaged in the jury-box. Since his attention had been called to the matter, he had seen the superintendent of the Royal Courts of Justice, and had taken the trouble of himself inspecting a room which had been provided and which he trusted would be found comfortable and satisfactory to them. He had arranged for a room situated below the court to be provided, where they would find writing materials and such accommodation as the nature of the buildings permitted of, so that jurors in waiting might have a place in which to write their letters and of easy access from the central hall, where those desirous of seeing them on business could do so. He only hoped that jurors in waiting would not take advantage of the facilities provided so as to be unavailable when required for service. There was one other request of the common jury which he, however, regretted he could not assist them to obtain, and that was the providing of free lunches at the expense of a grateful country. He feared that the time had not yet arrived for that.

In May, 1906, we referred to the case of M. Taigny, the French envoy in Venezuela, and his claim to over-ride the local law in the matter of visiting vessels in Venezuelan ports, says Mr. T. Baty in the *Law Magazine and Review*. In the recent case of Prince Malcolm Khan, the Persian envoy to Italy, the question arose of the competence of the local court to grant a separation to the wife of a foreign minister. It is remarkable that it should have been decided in the affirmative by the Italian Court before which it came. The absolute exemption of a foreign minister from the jurisdiction of the tribunals of the locality where he carries on his functions is firmly established; and we can only surmise that the court took a view corresponding to that of the Scottish court in the *Moray Firth case*—namely, that the matter, not being provided for by any express article of the Italian code, was one to be set right by the intervention of the Government, and not by itself. Persia is perhaps unlikely to make any formal complaint; and if the prince were to invoke Italian law to assist him in recovering his wife's society, he would implicitly submit to its jurisdiction to separate her from him. If, however, she has been awarded some portion of his property, and should attempt to enforce that right, a very serious situation would arise. In any case, the assumption of a jurisdiction to dissolve a Mahommedan marriage is a sufficiently remarkable thing. It may be, however, that Prince Malcolm Khan Nizam is a Christian.

An ancient of days was the late Lord Hemphill, says a writer in the *Daily Telegraph*, but the extent of his antiquity is a matter of speculation. He had lived so long that the very books of reference are silent as to the time when he first saw light. Lawyers of his own country, however, are able to assert with reference to the duration of his being that the memory of man runneth not to the contrary. Certain it is that he became a member of the Irish bar in 1845; and it may therefore be assumed that he was not far from four-score years and ten. Though he never held high judicial office, he was for some time a chairman of quarter session (anglice, a county court judge), and to the day of his death he drew a pension of which, by virtue of his services in that capacity, he became entitled some thirty years ago. When he retired from the county court bench he returned to the bar, being then between 50 and 60 years of age; and his political services during the decade that followed won him the Solicitor-Generalship in Mr. Gladstone's Government of 1892. Had it not been for the passing of the County Officers and Courts (Ireland) Act, 1877, he would probably never have been seen in the House of Commons or the House of Lords. That statute enacted that "for the purpose of expediting the permanent union of counties," and thereby diminishing the number of minor judicial funtionaries, "the Lord Lieutenant, with the concurrence of the Lord Chancellor and of the

Treasury," might make to any chairman appointed before the first day of January, 1874, who should be willing to retire, "a grant by way of special pension not exceeding two-thirds of his salary." The future Lord Hemphill seized the opportunity thus afforded. In addition to his other distinctions, he enjoyed in succession the offices of Third, Second, and First Serjeant, the years 1881, 1884, and 1885 seeing his appointment to those positions. Ireland, unlike the predominant partner, cherishes her legal relics of the past, and at the Four Courts the First Serjeant still has precedence next after the two law officers of the Crown.

Model rules for the guidance of county councils and councils of county boroughs in England and Wales in preparing the rules they are required to make under section 7 of the Small Holdings Act, 1892, and section 10 of the Small Holdings and Allotments Act, 1907, for carrying these Acts into effect have been issued by the Board of Agriculture. The rules made by councils must provide in particular:—(*a*) As to the manner in which holdings are to be sold or let, or offered for sale or letting; (*b*) as to the notice to be given of the offer for sale or letting; (*c*) for guarding against any small holding being let or sold to a person who is unable to cultivate it properly, and otherwise for securing the proper cultivation of a holding; and (*d*) for prescribing the terms and conditions on or subject to which small holdings are to be sold or let by the council. The model rules, says the *Times*, have been mainly drawn with reference to cases where an estate which has been acquired by a council is sub-divided into a number of small holdings, and then offered for sale or letting. Two of the model rules, 5 and 7, will not be altogether applicable to cases where a small quantity of land is acquired for one or more particular applicants, and rule 11 has, therefore, been added in order that councils may, if they think it desirable, exempt such cases from the operation of the rules. The form of application in the appendix to the rules has been prepared so as to cover applications for purchase as well as hiring. The attention of the board, has, however, been drawn to the desirability of using separate forms of application for leasing and for purchase, and the board suggests that councils should adopt this course in printing their forms, so as to avoid any misunderstanding on the part of those who apply. This does not preclude the adoption of the rule in its present form. The form of agreement for letting has been drawn to meet the case of annual tenancies, but if in any case councils decide to let for a term of years the form can be modified accordingly.

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 2. | Mr. Justice Joyce. | Mr. Justice Swinfen Eady. |
|---|---|---|---|---|
| Monday, March ... 16 | Mr. Borrer | Mr. Beal | Mr. Synge | Mr. Theed |
| Tuesday ..... 17 | Bloxam | Farmer | Synge | Goldschmidt |
| Wednesday ..... 18 | Synge | Beal | Borrer | Theed |
| Thursday ..... 19 | Theed | Farmer | Bloxam | Goldschmidt |
| Friday ..... 20 | Goldschmidt | Beal | Synge | Theed |
| Saturday..... 21 | Tindal King | Farmer | Theed | Goldschmidt |

| Date. | Mr. Justice Warrington. | Mr. Justice Neville. | Mr. Justice Parker. | Mr. Justice Eve. |
|---|---|---|---|---|
| Monday, March ... 16 | Mr. Leach | Mr. Bloxam | Mr. Tindal King | Mr. Farmer |
| Tuesday ..... 17 | Greswell | Borrer | Church | Beal |
| Wednesday ..... 18 | Leach | Bloxam | Tindal King | Church |
| Thursday ..... 19 | Greswell | Borrer | Church | Tindal King |
| Friday ..... 20 | Leach | Bloxam | Tindal King | Greswell |
| Saturday..... 21 | Greswell | Borrer | Church | Leach |

# Winding-up Notices.

*London Gazette.*—FRIDAY, March 6.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERDARE SYNDICATE, LIMITED—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Jonas de Meza, 25, Abchurch ln. Woolf & Co, Abchurch ln, solors for liquidator

ACTON AND CHISWICK PUBLISHING SYNDICATE, LIMITED—Petn for winding up, presented Feb 26, directed to be heard at the Court House, Half Acre, Brentford, on March 20. Shaw, Clement's inn, Strand, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

ANGLO-BELGIAN AFRICA CO, LIMITED—Creditors are required, on or before April 17, to send in their names and addresses, and the particulars of their debts or claims, to George Gall, 46, Leadenhall st, liquidator

BARNUM & BAILEY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 18, to send their names and addresses, and particulars of their debts or claims, to D. A. Holmes, J. T. McCaddon, and A. J. Greenop, Bush ln House, Cannon st. Greenop & Co, Bush ln House, Cannon st, solors for liquidators

BRITISH TROPICAL AFRICA CO, LIMITED—Creditors are required, on or before April 17, to send in their names and addresses, and the particulars of their debts or claims, to George Gall, 46, Leadenhall st, liquidator

CUMING & WILLS, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to W. J. Peter, 22, Basinghall st, liquidator

DIAMOND MERCHANTS AND JEWELLERS CLUB, LIMITED—Creditors are required, on or before April 9, to send in the particulars of their debts or claims to A. Prins, 111, Brunswick bldgs, Aldgate, liquidator

GEO. W. MAXFIELD, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and particulars of their debts or claims, to James Henry Lord, Bank bldgs, Bacup, liquidator

JAMES WILLIAMS & SONS, LIMITED—Petn for winding up, presented Feb 26, directed to be heard March 17. Hatchett & Co, Mark ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

KAPLANS, LIMITED—Petn for winding up, presented March 4, directed to heard on March 17. Coburn & Co, Victoria st, Westminster, solors for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 16

LONDON TAVERNS CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mastrall and Henry A. H. Cole, 29 and 30, Broad st avenue, liquidators

STANDARD WIRE CO, LIMITED—Petn for winding up, presented Feb 27, directed to be heard March 17. Spafford & Street, Manchester, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

THAMES BARGE CO, LIMITED—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to John Earle Hodgee, Suffolk House, 5, Laurence Pountney hill. Trinder & Co, Leadenhall st, solors to liquidator

*London Gazette.*—TUESDAY, March 10.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASTON MAGNA AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to James White, Broad Quay, Bristol. Barnett & Leonard, Bristol, solors for liquidator

CRICHTON PERRINS & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to R. S. Noel, Victoria chmbrs, 18, Queen st, Cardiff. Shackell, Cardiff, solor to liquidator

EAST CARRARA MARBLE CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts and claims, to G. J. Hill, 110, Cannon st, liquidator

GRAVESEND LIBERAL CLUB CO, LIMITED—Creditors are required, on or before April 11, to send their names and addresses, and particulars of their debts or claims, to H. Livsey, 22, Mead rd, Gravesend, liquidator

ISCA COAL CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Harold Wood, Westgate chmbrs, Newport, Mon. Le Brasseur & Co, Newport, Mon, solors to liquidator

MERRICK'S HOTEL, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts and claims, to Charles Auton, 21, Gt Winchester st. Dade & Co, Queen Victoria st, solors to liquidator

NATIONAL ANIMAL MEDICINE CO, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to U. C. Parsons, 95, St Mary st, Cardiff, liquidator

NEW QUEEN GOLD MINING CO, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to James Durie Pattullo, 65, London wall, liquidator

W. G. ALLEN & SONS, LIMITED—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Charles Albert Radermacher, 36, Camomile st, liquidator

WILCOCK & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 13, to send their names and addresses, and particulars of their debts or claims, to John Butterfield, 2, Darley st, Bradford, liquidator

# The Property Mart.

## Sales of the Ensuing Week.

March 17.—Mr. E. J. GARDNER, at the Mart, at 2: Freehold Estate (see advertisement, back page, this week).

March 19.—Messrs. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Vested Interest, and Policies of Assurance (see advertisement, back page, this week).

March 20.—Messrs. GREEN & SON, at the Mart: Freehold Investment see advertisement, p. v, March 7).

# Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, Feb. 21.

AVENELL, ALBERT JOHN, Port Pirie, South Australia May 25 Torey v Pearcey, Joyce and Eve, JJ

BRADBURN, JOHN, Wallasey, Chester March 20 Shields and Another v Bradburn, Parker, J Fisher, Liverpool

SMITH, WILLIAM HENRY, Kidderminster, Carpet Manufacturer March 23 Smith v Purdey and Smith, Warrington, J Johnson, Birmingham

TAYLOR, THOMAS, York April 1 Seller v Gisholm, Swinfen Eady and Neville, JJ

TROWER, AGNES GRAHAM, Hove, Sussex March 24 Keen v Trower, Joyce, J Newton, Birkbeck Bank chmbrs

*London Gazette.*—TUESDAY, Feb. 25.

BECKETT, SARAH, Darwen March 19 Bickerstaffe v Walsh, Registrar, Blackburn Sutcliffe, Darwen

*London Gazette.*—FRIDAY, Feb. 28.

GILLIATT, JOHN, Nottingham, Miller March 18 Clixby v Gilliatt, Warrington, J Acton, Nottingham

*London Gazette.*—TUESDAY, March 3.

BURN, JAMES BOWER, Sunderland April 3 McKenzie v Ballantyne and Others, Warrington, J

KEATING, MARY ANNE LUCY, Princes ter, Bayswater March 31 Green v Mahon, Joyce, J Mahon, Ely pl, Holborn

*London Gazette.*—FRIDAY, March 6.

BAKER, WILLIAM, West Bromwich, Bank Manager April 3 Baker v Baker, Parker, J Wiley, Duke st, St James'

BEST, THOMAS WALSH, Bolton April 6 Taylor v Best, Registrar, Manchester District Balshaw, Bolton

*London Gazette.*—TUESDAY, March 10.

COOKE, BANCROFT, Birkenhead, Chester April 11 Thompson v Coventry, Registrar, Liverpool District Billson, Liverpool

WOODWARD, Colonel HENRY JONATHAN, Shaftesbury, Dorset April 6 Clay and Harris v Woodward, Warrington, J Staffurth, Bognor

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, March 6.

ALLEN, LOUISA, West Bromwich April 6 Caddick & Son, West Bromwich

ARMITAGE, SAMUEL HARRIS TATHAM, Grosvenor st, Doctor April 23 Rutter & Co, Norfolk st, Strand

ATTENBOROUGH, SARAH, Fletching, Sussex April 7 Dawson & Hart, Uckfield

AVISS, WILLIAM, Coventry, Tobacconist April 3 Botteley & Sharp, Birmingham

BAVEY, HENRY NORTH, Chiddingstone, Kent, Hotel Keeper April 30 Gorham & Co Tonbridge

BELL, GEORGE HENRY, Beverley, Yorks, Bank Manager April 4 Arden, Beverley
BERESFORD, KATHERINE, Upper Montague st April 18 Addleshaw & Co, Manchester
BOILSTONE, ELI HICKMAN, Halesowen, Worcester, Auctioneer March 16 Cooksey & Co, Old Hill, Staffs
BOND, MARY PATTEN, Radcliffe sq April 6 Payne, Chancery la
BRAMPTON, The Right Hon HENRY Baron, Brampton, Hunts April 27 Witham & Co, Gray's inn sq
BRAMPTON, The Right Hon JANE LOUISA Lady, Tilney st, Park la April 27 Witham & Co, Gray's inn sq
BREND, MATILDA, Cardiff April 6 Heard & Co, Cardiff
BRIGGS, ANN, Pendleton, Salford, Lancs April 30 Grundy & Co, Manchester
BURTON, JOSEPH, Broadfield Farm, Enfield Highway, Horse Dealer April 15 Moodie & Sons, Basinghall av
CARTWRIGHT, ROSA ADELAIDE FRANCES, Aynho Park, Northampton April 7 Tatham & Procter, Lincoln's inn fields
COOPER, WILLIAM, Colwyn Bay, Denbigh, Cotton Doubler March 30 Clayton & Co, Ashton under Lyne
CORNTHWAITE, RICHARD, Lancaster, Builder April 2 Saul, Lancaster
COULTHARD, ELIZABETH, Plymouth April 4 Woolcombe & Sons, Plymouth
DAVIS, JANE, Plymouth April 30 Martyn, Plymouth
EDGAR, JAMES, Wrexham April 6 Morris & Co, Wrexham
FENNER, FRANCES CAROLINE, Portsmouth April 8 Hobbs & Brutton, Portsmouth
FRANCIS, JULIA, Cambridge April 30 Ginn & Co, Cambridge
GISBORNE, CAROLINE GERTRUDE, Brampton Bryan, Hereford April 2 Ravenscroft & Co, John st, Bedford row
GODING, LAURA, Thurloe sq, Kensington April 20 Capron & Co, Savile pl, Conduit st
GREENMAN, THOMAS, Oaksey, Wilts, Farmer April 4 Clark & Smith, Malmesbury, Wilts
GREENWOOD, WILLIAM, Ansdell, Lytham, Lancs March 31 Lonsdale, St Annes on the Sea
HAWKINS, WILLIAM HENRY, Chesterfield, Hotel Keeper April 20 Gertrude Elizabeth Sales Hawkins, Salter gate, Chesterfield
HENRI, JEAN MARIE FRANCOIS, Buenos Ayres April 6 Slaughter & May, Austin Friars
HILL, ESTHER, Forest Moor, Knaresborough April 10 Sutcliffes, Hebden Bridge
HODGSKIN, WILLIAM, Tonbridge March 31 Buss, Tunbridge Wells
HOWSON, ROBERT, Clayton le dale, nr Blackburn March 25 Reddish, Blackburn
HUSBAND, SARAH ANN, Oakleigh rd, New Southgate April 3 Wilson & Son, Basinghall st
JONES, EVAN, Pontypool, Mon, Draper April 10 Bowen, Pontypool
JONES, GEORGE, Brixton, Greengrocer March 31 Gowing, Brixton hill
KAY, JOHN, Entwisle, Lancs, Farmer March 21 Hindle & Son, Darwen, Lancs
LEARY, EDWARD, Wolverhampton March 25 Underhill & Thorneycroft, Wolverhampton
LEES, RALPH HENRY, Manchester, Tailors' Trimming Merchant April 17 Law & Ward, Manchester
LE MOTTEE, FANNY MARTHA, Brinkley, nr Newmarket April 3 Wilson & Son, Basinghall st
LESTORIA, JOHN BAPTISTA, Newcastle upon Tyne, Ice Merchant April 1 Denison & Slater, Newcastle upon Tyne
LEWIS, RICHARD, Cwmbach, Aberdare, Colliery Lampman April 9 Thomas, Aberdare
LINGARD-MONK, RICHARD BOUGHEY MONK, Manchester, Solicitor April 27 Lingards & Hamp, Manchester
LUCAS, GEORGE HARVEY, Cricklade, Wilts April 1 Withy, Swindon, Wilts
LUKE, Lieut-Col EDWARD VYVYAN, Gosport, Hants April 22 Bremridge & Luke, Exeter
MACK, CHARLES FREDERICK, Brighton April 20 Trinder & Co, Leadenhall st
MILLER, CHARLOTTE SOPHIA, Leamington, Warwick April 6 Crawley & Co, Arlington st, St James's
MILLS, FREDERIC JAMES, Gloucester ter, Hyde Park April 8 Reader & Co, Coleman st
POWELL, MARIANNE, Bala, Merioneth March 24 Gee & Edwards, Swansea
PRESTON, WILLIAM, Arkholme, Lancs, Farmer April 2 Saul, Lancaster
ROACH, JAMES JOSEPH, Richmond March 31 Carthew & Wheeler, Verulam bldgs, Gray's inn
ROBERTS, CHARLES PERCY, Abbassieh, Cairo, Egypt April 11 Sandars & Harding, Lincoln's inn fields
RUMBALL, ROSA LOUISA, Broadwater rd, Tottenham April 14 Pearce & Sons, West Smithfield
SIBTHORP, HENRY ARTHUR MAINWARING WALDO, Chester sq April 7 Tatham & Procter, Lincoln's inn fields
STEVENSON, CAROLINE OCTAVIA, Playford Mount, nr Woodbridge, Suffolk April 6 Hulberts & Co, New sq, Lincoln's inn
SUTHERLAND, ELIZABETH RICKMAN, North Shields April 3 Macdonald, North Shields
UNDERWOOD, WILLIAM, Luton, Dairyman March 20 Barnes, West st, Finsbury circus
VICKERS, WILLIAM EDWIN, Sidcup April 21 Reep & Co, Queen st
WAIDANIS, ELIZABETH, Penrith, Cumberland March 20 Little & Lamonby, Penrith
WAUGH, MARGARET, St Mark's rd, Notting Hill April 2 Peacock & Goddard, South sq, Gray's inn
WHITE, JOSEPH CARUS, Cardiff April 10 Duncan & Co, Liverpool
WILLIAMS, ELIZA JANE, Berkeley April 12 Vaughan, Berkeley, Glos
WILLIAMS, JOHN, Brixham, Devon, Fish Merchant March 14 Parsons, Brixham
WRIGHT, JOHN WILLIAM, Haverstock hill April 15 Denton & Co, Gray's inn pl

# Bankruptcy Notices.

*London Gazette.*—FRIDAY, March 6.

RECEIVING ORDERS.

BARROW, WILLIAM, Carr Mill, St Helens, Joiner Liverpool Pet March 4 Ord March 4
BROOKS, HYMAN, Birmingham, Picture Frame Maker Birmingham Pet March 4 Ord March 4
CHANDLER, WILLIAM STRONG, Leicester Leicester Pet Feb 14 Ord March 4
CHAPMAN, PHILIP CECIL, Horfield, Bristol, Builder Bristol Pet March 3 Ord March 3
COPNALL, STEPHEN, Shocklach, Cheshire Nantwich and Crewe Pet March 4 Ord March 4
CORNFORTH, JOSEPH, Macclesfield, Letterpress Printer Macclesfield Pet March 3 Ord March 3
CROSS, WILLIAM, Plymouth, Decorator Plymouth Pet Feb 21 Ord March 3
DAVIDSON, CHARLES, Clee Hill, Cayuham, Salop, Quarryman Leominster Pet March 4 Ord March 4
DEAN, MOSES, Accrington, Licensed Victualler Blackburn Pet Feb 29 Ord Feb 29
DUKES, THOMAS WILLIAM, Filey, Yorks, Greengrocer Scarborough Pet March 2 Ord March 2
EDWARDES, EMILY ROSINA, Egremont, Chester Liverpool Pet Feb 3 Ord March 4
EVANS, DAVID, New Tredegar, Colliery Repairer Tredegar Pet March 3 Ord March 3
FAIRBURN, JOHN, Kingston upon Hull Kingston upon Hull Pet March 3 Ord March 3
GOTHERIDGE, & Co, W, Southend on Sea, Essex, Coal Merchants Chelmsford Pet Feb 18 Ord March 2
GOUGH, JOHN ROBERT, Tamworth, Warwick, Draper Birmingham Pet Feb 15 Ord March 4
HANCOCK, LEWIS HENRY, jun, Greenhithe, Kent, Builder Rochester Pet March 2 Ord March 2
HILL, JOHN LEVI PARKIN, Gremside, Yorks, Miner Sheffield Pet March 4 Ord March 4
HILL, MAXWELL, Newcastle on Tyne, Naval Architect Newcastle on Tyne Pet Feb 28 Ord March 2
HOLBROW, ISABEL, Farnborough, Southampton Guildford Pet Jan 18 Ord March 3
HOLDSWORTH, WILLIAM WILKIN, Halifax, Butcher Halifax Pet March 4 Ord March 4
HOLLAMBY, HENRY, and HARRY HOLLAMBY, Hassocks, Sussex, Builders Brighton Pet March 2 Ord March 2
HORNSEY, ARTHUR, Kingston upon Hull, Joiner Kingston upon Hull Pet March 4 Ord March 4
HUDSON, WILLIAM KELLEY, Grantham, Labourer Nottingham Pet March 2 Ord March 2
JACKSON, THOMAS PENDRED, Coventry, Carpenter Coventry Pet March 2 Ord March 2
JONES, HARRY, Shrewsbury, Licensed Victualler Shrewsbury Pet Feb 26 Ord Feb 29
JONES, LOUISA, Corwen, Merioneth, Hotel Keeper Wrexham Pet March 2 Ord March 2
KELLOWAY, WALTER JOHN PERCIVAL, Dewlish, Dorchester, Dorset, Blacksmith Dorchester Pet March 2 Ord March 2
KING, JOHN, Kessingland, Suffolk, Sailmaker Gt Yarmouth Pet March 4 Ord March 4
LEPPARD, JOHN WILLIAM, Doughty st, Solicitor's Clerk High Court Pet Jan 14 Ord March 4
MANDER BROS, Aston, Birmingham, Cycle Makers Birmingham Pet Jan 16 Ord Feb 6
MARSHALL, JAMES, Tumby, Lincs, Wood Dealer Lincoln Pet March 2 Ord March 2
MARTIN, HARRY, and WM FREDERICK DAVIES, Swansea, Builders Swansea Pet March 2 Ord March 2
MELMETDJIAN & Co, M, Manchester, Shippers Manchester Pet Feb 20 Ord March 3
MOULDS, GEORGE THOMAS, and FRANK P MAWSON, Rothley, Leicester, Brewers Leicester Pet Feb 20 Ord March 2
MUIRHEAD, THOMAS ARTHUR, Highfield, Sale, Cheshire, Stock Broker's Clerk Manchester Pet Jan 18 Ord March 2
PALMER, SAMUEL, Maiden Newton, Dorset, Contractor Dorchester Pet March 4 Ord March 4
PRATT, HARRY, Warwick, Baker Warwick Pet March 3 Ord March 3
RICHARDS, J R, Swansea, Solicitor Swansea Pet Feb 19 Ord March 2
SKEATES, FRANCIS EDMOND, Kingsdown, Bristol, Painter Bristol Pet March 2 Ord March 2
SMITH, FRANCIS EDWARD, Stirchley, King's Norton, Worcester, Tobacconist Birmingham Pet March 2 Ord March 2
SMITH, HARRY SWAYNE, Devizes, Solicitor Bath Pet March 3 Ord March 4
SMOUT, FANNY, Westbury, Salop Shrewsbury Pet Feb 29 Ord Feb 29
STILL, GEORGE, Tunbridge Wells Hastings Pet March 4 Ord March 4
TOMES, THOMAS HENRY, Chapel Ash, Wolverhampton, Painter Wolverhampton Pet Feb 12 Ord March 2
WALKER, BEN, Bingley, Yorks, Butcher Bradford Pet Feb 22 Ord March 4
WILLIAMS, HENRY, Bangor, Baker Bangor Pet March Ord March 3
WOOD, JOHN, Quaintoo, Bucks, Farmer Aylesbury Pet March 3 Ord March 3
WOOD, MAXWELL, Aberystwyth, Cardigan, Motor Garage Proprietor Aberystwyth Pet March 3 Ord March 3

Amended notice substituted for that published in the London Gazette of Feb 28:

LIGHTFOOT, ALFRED HENRY, Hartlepool, Clothier Sunderland Pet Feb 20 Ord Feb 26

FIRST MEETINGS.

BALL, JOHN HENRY, Plymouth, Builder March 17 at 12 7, Buckland ter, Plymouth
BROOKS, HYMAN, Birmingham, Picture Frame Maker March 16 at 12.30 191, Corporation st, Birmingham
COLE, RAYMOND, Malvern, Worcester, Carriage Builder March 17 at 12.30 Off Rec, 11, Copenhagen st, Worcester
COOKE, GEORGE, Liversedge, Yorks, Joiner March 16 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
CORNFORTH, JOSEPH, Macclesfield, Letterpress Printer March 14 at 11.30 Off Rec, 23, King Edward st, Macclesfield
COURTENAY, FRANK BARNABAS, South Hayling, Hants, Hotel Proprietor March 17 at 3 George Hotel, High st, Portsmouth
DUNFORD, JAMES WILLIAMS, St Mary's rd, Walthamstow, Architect March 16 at 12 Bankruptcy bldgs, Carey st
DYSON, EDWARD RICHARD, Slough March 16 at 3 14 Bedford row
EDGINGTON, HARRY WILFRED, Evesham, Worcester, Fishmonger March 17 at 2.30 Off Rec, 11, Copenhagen st Worcester
EDWARDS, WILLIAM ARTHUR, Newquay, Cornwall, Grocer March 17 at 2 Off Rec, Boscawen st, Truro


# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

**24, MOORGATE STREET, LONDON, E.C.**

***ESTABLISHED IN 1891.***

**EXCLUSIVE BUSINESS—LICENSED PROPERTY.**

X **SPECIALISTS IN ALL LICENSING MATTERS.** X

**620 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.**

***Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.***

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## LIFE ASSURANCE SOCIETY.
### 18, LINCOLN'S INN FIELDS, LONDON, W.C.
**ESTABLISHED 1844.**

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GEORGE THOMPSON POWELL, Esq.
MARK LEMON ROMER, Esq., K.C.
The Hon. CHARLES RUSSELL.
RICHARD STEPHENS TAYLOR, Esq.
H. P. BOWLING TREVANION, Esq.

**Income exceeds .. .. .. .. .. .. .. £480,000.**
**Funds exceed .. .. .. .. .. .. .. £4,480,000.**
**Claims Paid exceed .. .. .. .. .. .. £6,760,000.**

**Expenses of Management, 10½% of Premium Income.**

***All Classes of Life Assurance Granted.***
***Reversions and Life Interests Purchased.***
***Loans on Approved Securities Entertained on Favourable Terms.***

**For Report of Annual Meeting and full Prospectus of the Society apply to**
**W. P. PHELPS, Actuary and Secretary.**


ELIAS, WILLIAM, Haverfordwest, Pembroke, Commission Agent March 14 at 12.45 Off Rec, 4, Queen st, Carmarthen

GADD, JOHN, Bicknoller, Taunton, Somerset, Builder March 16 at 12.30 10, Hammet st, Taunton

GEDDES, JOHN, Nottingham, Painter March 17 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

GREEN, NOAH ALEXANDER, Gt Grimsby, Clerk March 17 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

HANCOCK, LEWIS HENRY, jun, Greenhithe, Kent, Builder March 16 at 12.15 115, High st, Rochester

HILL, MAXWELL, Newcastle on Tyne, Naval Architect March 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

HOLBROW, ISABEL, Farnborough, Southampton March 16 at 12 132, York rd, Westminster Bridge

JONES, HARRY, Shrewsbury, Licensed Victualler March 14 at 12 Off Rec, 22, Swan hill, Shrewsbury

LEPPARD, JOHN WILLIAM, Doughty st, Solicitor's Clerk March 17 at 12 Bankruptcy bldgs, Carey st

MOORE, JOHN JONATHAN, Balham March 16 at 11.30 132, York rd, Westminster Bridge

PAFFHILL, WASHINGTON, Ilford, Commercial Traveller March 16 at 12 14, Bedford row

ROBSON, BARTON, Cromer, Milk Dealer March 16 at 12 Off Rec, 8, King st, Norwich

ROBSON, WILLIS, Eaton, nr Congleton, Cheshire, Farmer March 14 at 11 Off Rec, 23, King Edward st, Macclesfield

ROWE, RICHARD OLIVER COLLINS, Levenshulme, Hosier March 14 at 10.30 Off Rec, Byrom st, Manchester

SCOTT, JOHN HENRY, Sunbury March 16 at 2.30 132, York rd, Westminster Bridge

SHOUT, FANNY, Westbury, Salop, Farmer March 14 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

SYKES, WILLIAM, Thornton Lodge, Huddersfield, Builder March 16 at 2.30 Imperial Hotel, New st, Huddersfield

TIDY, THOMAS, Norwich, Licensed Victualler March 16 at 12.30 Off Rec, 8, King st, Norwich

TOMES, THOMAS HENRY, Wolverhampton, Painter March 17 at 3 Off Rec, Wolverhampton

WALLWORK, BETHEL, Hurst, nr Ashton under Lyne, Grocer March 14 at 11 Off Rec, Byrom st, Manchester

WALTERS, ARTHUR ROBERT, Handsworth, Commission Agent March 17 at 11.30 191, Corporation st, Birmingham

WARDEN, THOMAS HENRY, Runcorn, Chester, Licensed Victualler March 14 at 11.30 Off Rec, Byrom st, Manchester

WATTS, WILLIAM CHARLES, Bedworth, Warwick, Builder March 16 at 3 Off Rec, 8, High st, Coventry

WILKINSON, EDWARD, Milford Haven, Pembroke, Greengrocer March 14 at 12.30 Off Rec, 4, Queen st, Carmarthen

WILLIAMS, FREDERICK CHARLES, Cardiff, Builder March 16 at 12 Off Rec, 117, St Mary st, Cardiff

### ADJUDICATIONS.

ATKINS, JOSEPH CHRISTOPHER, Westbury on Trym, Farmer Bristol Pet Feb 26 Ord March 3

BODDY, JANE, Scarborough, Newsagent Scarborough Pet Jan 30 Ord March 2

CARLYLE, FREDERICK, Campden grove, Kensington High Court Pet Oct 10 Ord March 2

CARTER, ALBERT EDWARD, Wimbledon, Chauffeur Kingston, Surrey Pet Dec 9 Ord Feb 29

COPNALL, STEPHEN, Shocklach, Cheshire Crewe Pet March 4 Ord March 4

CORNFORTH, JOSEPH, Macclesfield, Letterpress Printer Macclesfield Pet March 3 Ord March 3

DAVIDSON, CHARLES, Clee Hill, Caynham, Salop, Quarryman Leominster Pet March 4 Ord March 4

DEAN, MOSES, Accrington, Licensed Victualler Blackburn Pet Feb 29 Ord Feb 29

DUKES, THOMAS WILLIAM, Filey, Yorks, Greengrocer Scarborough Pet March 2 Ord March 2

EVANS, DAVID, New Tredegar, Mon, Colliery Repairer Tredegar Pet March 3 Ord March 3

FAIRBURN, JOHN, Kingston upon Hull Kingston upon Hull Pet March 3 Ord March 3

HANCOCK, LEWIS HENRY, jun, Greenhithe, Kent, Builder Rochester Pet March 2 Ord March 2

HILL, JOHN LEVI PARKIN, Greenside, Yorks, Miner Sheffield Pet March 4 Ord March 4

HILL, MAXWELL, Newcastle on Tyne, Naval Architect Newcastle on Tyne Pet Feb 28 Ord March 4

HOLDSWORTH, WILLIAM WILKIN, Halifax, Butcher Halifax Pet March 4 Ord March 4

HOLLAMBY, HENRY, and HARRY HOLLAMBY, Harcocks, Sussex, Builders Brighton Pet March 2 Ord March 2

HORNSBY, ARTHUR, Kingston upon Hull, Joiner Kingston upon Hull Pet March 4 Ord March 4

HUDSON, WILLIAM KELLEY, Grantham, Labourer Nottingham Pet March 2 Ord March 2

JACKSON, THOMAS PENDRED, Coventry, Carpenter Coventry Pet March 2 Ord March 2

JONES, LOUISA, Corwen, Merionoth, Hotel Keeper Wrexham Pet March 2 Ord March 2

KELLOWAY, WALTER JOHN PERCIVAL, Dorchester, Blacksmith Dorchester Pet March 2 Ord March 2

KING, JOHN, Kessingland, Suffolk, Sailmaker Gt Yarmouth Pet March 4 Ord March 4

LANGLEBEN, HARRIS, Amhurst rd, Hackney, Merchant High Court Pet Jan 20 Ord March 3

LETCHFORD, SYDNEY ROBERT, Bishopsgate st Within, Solicitor High Court Pet Nov 8 Ord March 2

MARSHALL, JAMES, Toft Hill, Tumby, Lincs, Wood Dealer Lincoln Pet March 2 Ord March 2

MARTIN, HARRY, and WILLIAM FREDERICK DAVIES, Swansea, Builders Swansea Pet March 2 Ord March 2

OWEN, DAVID, Waterloo st, Camberwell, Dairyman High Court Pet Feb 25 Ord March 3

PALMER, SAMUEL, Maiden Newton, Dorset, Contractor Dorchester Pet March 4 Ord March 4

SHOUT, FANNY, Westbury, Salop, Farmer Shrewsbury Pet Feb 29 Ord Feb 29

SOUSTER, GEORGE JAMES, St George, Bristol, Stationer Bristol Pet Feb 29 Ord March 2

STILL, GEORGE, Tunbridge Wells, Kent Hastings Pet March 4 Ord March 4

TOMES, THOMAS HENRY, Wolverhampton, Painter Wolverhampton Pet Feb 12 Ord March 4

WALTERS, ARTHUR ROBERT, Handsworth, Commission Agent Birmingham Pet Jan 15 Ord March 3

WILLIAMS, HENRY, Bangor, Baker Bangor Pet March 3 Ord March 3

Amended notice substituted for that published in the London Gazette of Feb 28:

LIGHTFOOT, ALFRED HENRY, Hartlepool, Clothier Sunderland Pet Feb 20 Ord Feb 26

### ADJUDICATION ANNULLED.

TAYLOR, WILLIAM, Nottingham, Engineer's Assistant Manager Nottingham Adjud March 31, 1894 Annul Feb 21, 1908

*London Gazette.*—TUESDAY, March 10.

### RECEIVING ORDERS.

ARMITAGE, HENRY MARTIN, Winsford, Cheshire, Brewer Crewe Pet March 6 Ord March 6

BARKER, ARCHIBALD, Leigh, Lancs, Draper Bolton Pet Feb 19 Ord March 4

BLADON, MARKS, Higher Broughton, Manchester, General Warehouseman Manchester Pet March 5 Ord March 5

BONSHAW, MARK, Windy Arbour, Kenilworth, Warwick, Market Gardener Warwick Pet March 6 Ord March 6

BUGBY, HENRY ALFORD, Twickenham, Traveller Brentford Pet March 4 Ord March 4

CARTER, JOHN ROBERT, Levenshulme, Manchester, Greengrocer Manchester Pet March 6 Ord March 6

COLLARD, CHARLES EDWARD HENRY, Gloucester, Grocer Gloucester Pet March 5 Ord March 5

CRESCH, ABRAHAM, Jefferies Hill, Hanham, Glos, Horse Dealer Bristol Pet March 6 Ord March 6

CROOK, THOMAS, Manchester, Builder Salford Pet March 5 Ord March 5

CROSS, A, Herne Bay, Fishmonger Canterbury Ord March 3

CURTEIS, ROBERT W S, Pitdown, Uckfield Lewes Pet Feb 7 Ord March 6

DAVIES, WILLIAM REES, Stratford on Avon, Registration Agent Warwick Pet March 5 Ord March 5

DUNN, SYDNEY EDWARD, Ludgate hill, Bookseller High Court Pet Feb 20 Ord March 5

ELLWOOD, JOSEPH, Hastings, Draper Hastings Pet Feb 17 Ord March 5

EMERY, WILLIAM MORAN, Dorking Newport Pet Feb 19 Ord March 5

GOODMAN, DAVID, Merthyr Tydfil, Grocer Merthyr Tydfil Pet March 6 Ord March 6

HACKNEY, SAM STATON, Low Fell, Gateshead, Wiredrawer Newcastle on Tyne Pet March 5 Ord March 5

HARDING, EDWARD WILLIAM, Barry, Butcher Cardiff Pet March 6 Ord March 6

HEAP, ALBERT ELIAS, Shipley, Yorks, Wool Merchant Bradford Pet March 5 Ord March 5

HILL, CHARLES, Aberford, Yorks, Farmer York Pet March 5 Ord March 5
HOPE, ROBERT HENRY, Coventry, Traveller in Wines Birmingham Pet March 6 Ord March 6
LAKE, FREDERICK JOHN, Mexborough, Yorks, Builder Sheffield Pet March 6 Ord March 6
LANE, HENRY, and ELIZABETH ANN MANN, Bradford, Boot Dealers Bradford Pet March 5 Ord March 5
LEATHER, C I, Portsmouth, Contractor Portsmouth Pet Feb 21 Ord March 6
MORGAN, JOHN, Llwydcoed, Aberdare, Glam, Farmer Aberdare Pet March 7 Ord March 7
MUIRHEAD, GEORGE SAMUEL INGRAM, Church Aston, Newport, Salop Stafford Pet March 3 Ord March 3
NEWMAN, JOHN WILLIAM, Chatteris, Isle of Ely, Cambridge, Saddler Peterborough Pet March 7 Ord March 7
ORPEN, JOHN DE MOLEYNES FITZGERALD, Richmond, Clerk Wandsworth Pet March 7 Ord March 7
PARIS, EDWARD, Birmingham, Commission Agent Birmingham Pet March 5 Ord March 5
PERROTT, FREDERICK, and NATHAN PERROTT, Upper Dossett pl mews, Kennington, Fruiterers High Court Pet March 5 Ord March 5
PERRY, GEORGE, Stapleford, Notts, General Dealer Derby Pet March 4 Ord March 4
POINTER, ROBERT, Reading, Restaurant Keeper Reading Pet March 5 Ord March 5
RAMPLIN, GEORGE, Leeds, Clerk Leeds Pet March 5 Ord March 5
ROBERTS, JOSEPH, Harrogate, Builder York Pet March 7 Ord March 7
SEWELL, AMY JANE, Sibton, Suffolk, Farmer Gt Yarmouth Pet March 6 Ord March 6
SIDDONS, JOHN WILLIAM, Melton Mowbray, Leicester, Licensed Victualler Leicester Pet Feb 24 Ord March 5
SPEED, WILLIAM ALFRED, Penarth, Confectioner Cardiff Pet March 7 Ord March 7
STOWE, ALBERT, Leamington Spa, Warwick, Carpenter Warwick Pet March 5 Ord March 5
TAYLOR, JOHN GREATHEAD, Hamsterley, Durham, Innkeeper Durham Pet March 7 Ord March 7
WATERS, R VESEY, Endsleigh gdns, Euston rd, Hotel Proprietor High Court Pet Feb 3 Ord March 5
WATTS, RICHARD, Church Stretton, Salop, Carpenter Shrewsbury Pet March 6 Ord March 6
WHEATLEY, ELIZABETH, Southtown, Gt Yarmouth, Dressmaker Gt Yarmouth Pet March 7 Ord March 7
WILSON, JOSEPH WILLIAM, Armley, Leeds, Licensed Victualler Leeds Pet Feb 17 Ord March 4
WOLSON, S, Homeleigh rd, Stamford Hill, Dealer in Precious Stones High Court Pet Nov 19 Ord March 5
WOOD, MOSGROVE CECIL RALPH, Llandaff, Glam, Hairdresser Cardiff Pet March 6 Ord March 6
Amended notice substituted for that published in the London Gazette of March 3:
PRATT, ERNEST ALFRED, Kennington ln, nr Oxford, Builder Oxford Pet Feb 18 Ord Feb 29
Amended notices substituted for those published in the London Gazette of March 6:
HUDSON, WILLIAM KELLEY, Grantham, Labourer Nottingham Pet March 2 Ord March 2
MELEMETDJIAN, MIHRAN, and HAGOP BEDROS POLADIAN, Manchester, Shippers Manchester Pet Feb 20 Ord March 3

FIRST MEETINGS.

BAKER, ALFRED, Bedford Park, Chiswick, Builder March 20 at 12 14 Bedford row
CHADWICK, REGINALD MARTIN, Harrogate, Stockbroker March 18 at 2.30 Off Rec, The Red House, Duncombe pl, York
CHANDLER, WILLIAM STRONG, Leicester March 18 at 3 Off Rec, 1 Berridge st, Leicester
CHAPMAN, PHILIP CECIL, Bristol, Builder March 18 at 12 Off Rec, 26, Baldwin st, Bristol
DAWE, HENRY SAMUEL, Laleston, Glam, Posting Master March 18 at 3 Off Rec, 117, St Mary st, Cardiff
DEAN, MOSES, Accrington, Licensed Victualler March 19 at 3.15 Commercial Hotel, Church st, Accrington
DUKES, THOMAS WILLIAM, Filey, Yorks, Greengrocer March 19 at 3.30 Off Rec, 43, Westborough, Scarborough
DUNN, SYDNEY EDWARD, Ludgate hill, Bookseller March 20 at 12 Bankruptcy bldgs, Carey st
FAIRBURN, JOHN, Kingston upon Hull March 18 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
FIDLER, SAM, Spalding, Lincs, Chimney Sweep March 18 at 11.45 The White Hart Hotel, Spalding
GOUGH, JOSEPH ROBERT, Tamworth, Warwick, Draper March 20 at 11.30 191, Corporation st, Birmingham
HACKNEY, SAM STATON, Low Fell, Gateshead, Wiredrawer March 18 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
HAYES, JACOB, Spalding, Lincs, Painter March 18 at 12.15 The White Hart Hotel, Spalding
HEAD, WILLIAM GEORGE, and WALTER JAMES HEAD, Ashford, Kent, Clothiers March 18 at 11 Off Rec, 68A, Castle st, Canterbury
HEAP, ALBERT ELIAS, Shipley, Yorks, Wool Merchant March 19 at 11.30 Off Rec, 12, Duke st, Bradford
HEWITT, WILLIAM, Chesterton, Staffs, Brick Manufacturer March 19 at 12 Off Rec, King st, Newcastle, Staffs
HICKSON, DAVID, and JAMES HICKSON, Gt Grimsby, Carpenters March 18 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
HILL, CHARLES, Aberford, Yorks, Farmer March 20 at 3 Off Rec, The Red House, Duncombe pl, York
HOLDSWORTH, WILLIAM WILKIN, Halifax, Butcher March 20 at 12 County Court House, Prescott st, Halifax
HOLLAMBY, HENRY, and HARRY HOLLAMBY, Hailsocks, Sussex, Builders March 26 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
HORNBY, ARTHUR, Kingston upon Hull, Joiner March 18 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
HUDSON, WILLIAM KELLEY, Grantham, Labourer March 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
JACKSON, THOMAS PENDERD, Coventry, Carpenter March 18 at 11 Off Rec, 8, High st, Coventry
JONES, LOUISA, Corwen, Marioneth, Hotel Keeper March 19 at 12 Crypt chmbrs, Eastgate row, Chester
LANE, HENRY, and ELIZABETH ANN MANN, Bradford, Boot Dealers March 21 at 11 Off Rec, 12, Duke st, Bradford
MACDONALD, WALTER, and HENRY PRICE BUTLER, Trafford Park, Stretford, Lancs, Constructional Engineers March 18 at 3.30 Off Rec, Byrom st, Manchester
MARTIN, HARRY, and WM FREDERICK DAVIES, Swansea, Builders March 19 at 12 Off Rec, 31, Alexandra rd, Swansea
MELEMETDJIAN, MIHRAN, and HAGOP BEDROS POLADIAN, Manchester, Shippers March 18 at 3 Off Rec, Byrom st, Manchester
MOULDS, GEORGE THOMAS, and FRANK P MAWSON, Mountsorrel, Leicester, Brewers March 18 at 12 Off Rec, 1, Berridge st, Leicester
MUIRHEAD, THOMAS ARTHUR, Highfield, Sale, Cheshire, Clerk March 18 at 2.30 Off Rec, Byrom st, Manchester
PALMER, SAMUEL, Maiden Newton, Dorset, Contractor March 19 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
PERROTT, FREDERICK, and NATHAN PERROTT, Upper Dossett pl mews, Kennington, Fruiterers March 19 at 12 Bankruptcy bldgs, Carey st
RAMPLIN, GEORGE, Leeds, Clerk March 18 at 11 Off Rec, 24, Bond st, Leeds
RICHARDS, J R, Swansea, Solicitor Swansea March 18 at 12 Off Rec, 31, Alexandra rd, Swansea
ROBERTS, JOSEPH, Harrogate, Builder March 20 at 2.30 Off Rec, The Red House, Duncombe pl, York
SIBE, EDWARD JOSEPH ARTHUR, Sandwich, Schoolmaster March 20 at 11 Off Rec, 68A, Castle st, Canterbury
SKEATES, FRANCIS EDMOND, Kingsdown, Bristol, Painter March 18 at 11.45 Off Rec, 26, Baldwin st, Bristol
SKELTON, ALBERT EDWARD, Scarborough, Hairdresser March 19 at 2.30 Off Rec, 48, Westborough, Scarborough
SMITH, CHARLES RHOADES, Harrow, Furniture Dealer March 19 at 12 14, Bedford row
SMITH, FRANCIS EDWARD, Stirchley, King's Norton, Tobacconist March 20 at 12.30 191, Corporation st, Birmingham
SMITH, HARRY SWAYNE, Devizes, Solicitor March 19 at 12.45 Bear Hotel, Devizes
SOUSTER, GEORGE JAMES, St George, Bristol, Stationer March 18 at 11.30 Off Rec, 26, Baldwin st, Bristol
STILL, GEORGE, Tunbridge Wells March 23 at 11 Clarendon Hotel, Broadway, Tunbridge Wells
WALKER, BEN, Biegley, Yorks, Butcher March 19 at 11 Off Rec, 12, Duke st, Bradford
WATERS, R VESEY, Endsleigh gdns, Euston rd, Hotel Proprietor March 19 at 11 Bankruptcy bldgs, Carey st
WATTS, RICHARD, Church Stretton, Salop, Carpenter March 18 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
WHITTAKER, SAMUEL, Stockport, Greengrocer March 19 at 2.45 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
WILLS, JOSEPH GEORGE, Upper Parkstone, Dorset March 19 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury
WILSON, JOSEPH WILLIAM, Armley, Leeds, Licensed Victualler March 18 at 12 Off Rec, 24, Bond st, Leeds
WOLSON, S, Homeleigh rd, Stamford hill, Dealer in Precious Stones March 18 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BARROW, WILLIAM, Carr Mills, St Helens, Lancs, Joiner Liverpool Pet March 4 Ord March 5
BLADON, MARKS, Higher Broughton, Manchester, General Warehouseman Manchester Pet March 5 Ord March 5
BONEHAM, MARK, Windy Arbour, Kenilworth Warwick, Market Gardener Warwick Pet March 6 Ord March 6
BROOKING, Capt H F, Frome, Somerset Frome Pet Feb 17 Ord March 5
BROOKS, HYMAN, Birmingham, Picture Frame Maker Birmingham Pet March 4 Ord March 5
BUCBY, HENRY ALFORD, Twickenham, Traveller Brentford Pet March 4 Ord March 4
CARTER, JOHN ROBERT, Levenshulme, Manchester, Greengrocer Manchester Pet March 6 Ord March 6
CHAPMAN, PHILIP CECIL, Horfield, Bristol, Builder Bristol Pet March 3 Ord March 7
COLLARD, CHARLES EDWARD HENRY, Gloucester, Grocer Gloucester Pet March 5 Ord March 5
CRESCH, ABRAHAM, Hanham, Glos, Horse Dealer Bristol Pet March 6 Ord March 6
CROOK, THOMAS, Manchester, Builder Salford Pet March 5 Ord March 5
DAVIES, WILLIAM REES, Stratford on Avon, Registration Agent Warwick Pet March 5 Ord March 5
DICKINSON, FRANK, Leasey Bridge Farm, nr Wheathampstead, Herts, Farmer St Albans Pet Dec 16 Ord March 5
DUNFORD, JAMES WILLIAMS, Queen Victoria st, Architect High Court Pet Feb 11 Ord March 6
DUNN, SYDNEY EDWARD, Ludgate hill, Bookseller High Court Pet Feb 20 Ord March 7
GOODMAN, DAVID, Merthyr Tydfil, Grocer Merthyr Tydfil Pet March 6 Ord March 6
GOUGH, JOSEPH ROBERT, Tamworth, Warwick, Draper Birmingham Pet Feb 15 Ord March 6
HACKNEY, SAM STATON, Low Fell, Gateshead, Wiredrawer Newcastle on Tyne Pet March 5 Ord March 6
HARDING, EDWARD WILLIAM, Barry, Glam, Butcher Cardiff Pet March 6 Ord March 6
HEAP, ALBERT ELIAS, Shipley, Yorks, Wool Merchant Bradford Pet March 5 Ord March 5
HEWITT, WILLIAM, Chesterton, Staffs, Brick Manufacturer Hanley Pet Feb 10 Ord March 5
HILL, CHARLES, Aberford, Yorks, Farmer York Pet March 5 Ord March 5
HOPE, ROBERT HENRY, Coventry, Traveller in Wines Birmingham Pet March 6 Ord March 6
IMBERY, JOHN, Halifax, Worsted Coating Manufacturer Halifax Pet Feb 7 Ord March 5
JONES, HARRY, Shrewsbury, Licensed Victualler Shrewsbury Pet Feb 26 Ord March 7
LAKE, FREDERICK JOHN, Mexborough, Yorks, Builder Sheffield Pet March 6 Ord March 6
LANE, HENRY, and ELIZABETH ANN MANN, Bradford, Boot Dealers Bradford Pet March 5 Ord March 5
MORGAN, JOHN, Llwydcoed, Aberdare, Farmer Aberdare Pet March 7 Ord March 7
MUIRHEAD, GEORGE SAMUEL INGRAM, Church Aston, Newport, Salop Stafford Pet March 3 Ord March 3
NEWMAN, JOHN WILLIAM, Chatteris, in the Isle of Ely, Cambridge, Saddler Peterborough Pet March 7 Ord March 7
ORPEN, JOHN DE MOLEYNES FITZGERALD, Richmond, Clerk Wandsworth Pet March 7 Ord March 7
PERROTT, FREDERICK, and NATHAN PERROTT, Upper Dossett pl mews, Kennington, Fruiterer High Court Pet March 5 Ord March 5
PERRY, GEORGE, Stapleford, Notts, General Dealer Derby Pet March 4 Ord March 4
PIERCE, FRANK, H M Coastguard, Waterford, Ireland High Court Pet Jan 8 Ord March 4
RAMPLIN, GEORGE, Leeds, Steel Founders' Clerk Leeds Pet March 5 Ord March 5
RICHARDS, J R, Swansea, Solicitor Swansea Pet Feb 19 Ord March 5
ROBERTS, JOSEPH, Harrogate, Builder York Pet March 7 Ord March 7
SEWELL, AMY JANE, Sibton, Suffolk, Farmer Gt Yarmouth Pet March 6 Ord March 6
SKEATES, FRANCIS EDMOND, Kingsdown, Bristol, Painter Bristol Pet March 2 Ord March 5
SMITH, CHARLES RHOADES, Harrow, Furniture Dealer St Albans Pet Feb 7 Ord March 2
SMITH, FRANCIS EDWARD, Stirchley, King's Norton, Worcester, Tobacconist Birmingham Pet March 2 Ord March 2
SMITH, HARRY SWAYNE, Devizes, Solicitor Bath Pet March 3 Ord March 7
SPEED, WILLIAM ALFRED, Penarth, Glam, Confectioner Cardiff Pet March 7 Ord March 7
STOWE, ALBERT, Leamington Spa, Warwick, Carpenter Warwick Pet March 5 Ord March 5
TAYLOR, JOHN GREATHEAD, Hamsterley, Durham, Innkeeper Durham Pet March 7 Ord March 7
VAVASOUR, Sir WILLIAM, Hazlewood, Tadcaster York Pet March 7 Ord April 21
WALKER, BEN, Bingley, Yorks, Butcher Bradford Pet Feb 22 Ord March 7
WATTS, RICHARD, Church Stretton, Salop, Carpenter Shrewsbury Pet March 6 Ord March 6
WOOD, JOHN, Quainton, Bucks, Farmer Aylesbury Pet March 3 Ord March 5
WOOD, MOSGROVE CECIL RALPH, Llandaff, Glam, Hairdresser Cardiff Pet March 6 Ord March 6
Amended notice substituted for that published in the London Gazette of March 6:
DAVIDSON, CHARLES, Caynham, Salop, Quarryman Leominster Pet March 4 Ord March 4


SOLICITOR, 27 years' standing, mature experience, apt, capable, holding high professional credentials thereto and 26 commissionerships, Seeks moderately-salaried Post in Town or Country Practice, or other suitable Post.—Letters to S., 46, Narcissus-road, West Hampstead, N.W.

TO SOLICITORS and Others.—Re CHARLES WILLIAM HAYWARD, Deceased.—The above-named deceased, who was the son of William Hayward, of Great Bolton, in the county of Lancaster, Druggist, died at Folkestone, Kent, on the 27th August, 1907. Anyone who has possession of any DEEDS or DOCUMENTS of title belonging to the deceased is requested to kindly Communicate with Mr. FREDERIC HALL, Bouverie Chambers, Folkestone, Solicitor for the Widow and Sole Executor of the Will of the Deceased.

APPEAL TO LEGAL FREEMASONS.—Votes for Royal Masonic Institution for Girls, or others to Exchange, earnestly Solicited for deceased Solicitor's daughter; first and only application.—WALTER-LANDER, 46, Chancery-lane, London.

LADY, middle-aged, lately in full charge of elderly lady and establishment, good salary, under non-resident Solicitor-Trustee, Desires Responsible Post in Country; had care young people; experienced with peculiar temperaments.—C., 147, Cromwell-road, S.W.

REQUIRED, £2,600 at Four per Cent. on Mortgage on an Estate, to be divided into estates of 10-acre plots; no financiers required.—Box 244, "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane, W.C.

TRUST FUNDS of £5,000, £8,000, £10,000, and £30,000 immediately available (interest 3½ to 4 per cent.) for Mortgage of Estates or high-class Freehold Property in London or Provinces.—Please communicate with Messrs. MORDANT & MORDANT, Surveyors, 9, Fenchurch-street, London.

360 FIRST MORTGAGE 6 per Cent. DEBENTURES of £10 each for Sale in well-known Industrial Company doing a substantial business and paying a good dividend on its shares.—Balance-sheet and full particulars sent to Solicitors and Investors (only) on application to H. E. P. H., Box 507, Smith's Advertising Agency, 100, Fleet-street, E.C.

FURNITURE PURCHASED in Large or Small Quantities for Cash; if desired, Removed and Stored, and opportunity of Repurchase given.—GLAZIER & SONS, Estate Agents, 18, Knightsbridge, Hyde Park-corner. Established 1760. Tel. No. 2006 Victoria.

VALUABLE FREEHOLD SHOP PLOTS for Sale; anything from 20 ft. upwards, in important public thoroughfare 80 ft. wide, with double set of electric tram lines passing through; price £5 5s. per foot; good commission for prompt sale.—Box No. 238, "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane W.C.